

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF \$2,300,000 POLLUTION CONTROL REVENUE BONDS OF THE CITY OF FORT WAYNE, INDIANA, FOR THE PURPOSE OF MAKING A LOAN TO ANTHONY HOME SERVICE & BUILDING MAINTENANCE, INC., AND HANCHAR INDUSTRIAL WASTE MANAGEMENT, INC., IN ORDER TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN ECONOMIC DEVELOPMENT AND POLLUTION CONTROL FACILITIES LOCATED IN THE CITY: AUTHORIZING EXECUTION OF A LOAN AGREEMENT PROVIDING FOR THE DELIVERY OF A NOTE AND ASSIGNMENT THEREOF AS SECURITY FOR SAID BONDS: AUTHORIZING AND INDENTURE OF TRUST APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF THE REVENUES FROM SUCH NOTES: AUTHORIZING THE TERMS OF SAID BONDS AND THE EXECUTION OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE THEREOF: AND AUTHORIZING EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT WITH RESPECT TO SAID BONDS.

WHEREAS, the City of Fort Wayne, Indiana (hereinafter called the "City") is a municipal corporation and political sub-division of the State of Indiana and by virtue of IC 18-6-4.5 as amended (hereinafter called the "Act") is authorized and empowered to adopt this ordinance (the "Bond Ordinance") and to carry out its provisions; and

WHEREAS, Anthony Home Service & Building Maintenance, Inc. and Hanchar Industrial Waste Management, Inc. (the Companies") are corporations duly organized and existing under and by virtue of the laws of Indiana with their principal offices in Fort Wayne, Indiana; and

WHEREAS, the Companies have agreed to acquire, construct and operate economic development and pollution control facilities in the City if the City will finance a portion of the cost of such acquisition and constructions; and

WHEREAS, the Fort Wayne Economic Development Commission has performed all action required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to this Common Council the forms of (1) Indenture of Trust (the "Indenture") dated as of February 1, 1980, between the City and Lincoln National Bank and Trust Company of Fort Wayne, Fort Wayne, Indiana (the "Trustee"), containing a form of pollution control revenue bond, (2) Loan Agreement (the "Loan Agreement") dated as of February 1, 1980, between the City and the

1 Companies, containing a form of Promissory Note, Series 1980, from
2 the Companies, (3) Bond Purchase Agreement (the "Bond Purchase
3 Agreement") among The First National Bank of Chicago (the "Under-
4 writer"), the City and the Companies, (4) Preliminary Official
5 Statement of the City dated as of February 14, 1980, (5) Leases
6 (the "Leases") between the Companies and (6) this Bond Ordinance;

7 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA AS FOLLOWS:

9 Section 1. Findings; Public Benefits. The Common Council
10 of the City hereby finds and determines that the land, buildings,
11 equipment and facilities in connection therewith (the "Project")
12 to be acquired and constructed with the proceeds of the Pollution
13 Control Revenue Bonds herein authorized are "economic development
14 facilities" and "pollution control facilities" as those phrases
15 are used in the Act; that acquisition, construction and operation
16 of the Project by the Companies will increase employment opportu-
17 nities and increase diversification of economic development
18 facilities in and near the City, will improve and promote the
19 economic stability, development and welfare of the area in and
20 near the City, will encourage and promote the expansion of indus-
21 try, trade and commerce in the area in and near the City and the
22 location of other new industries in such area and will abate and
23 reduce pollution and promote health in and near the City; and that
24 the public benefits to be accomplished by this Bond Ordinance, in
25 tending to overcome insufficient abatement or control of pollution,
26 insufficient employment opportunities and insufficient diversifi-
27 cation of industry, are greater than the cost of public services
28 (as that phrase is defined in the Act) which will be required by
29 the Project.

30 Section 2. Authorization of Pollution Control Revenue
31 Bonds. In order to pay a portion of the cost of acquiring and
32 constructing the Project, there are hereby authorized to be
33 issued, sold and delivered \$2,300,000 aggregate principal amount
34 of Pollution Control Revenue Bonds (Anthony Home Service & Build-
35 ing Maintenance, Inc. Project) Small Business Series 1980 (the

"Series 1980 Bonds") of the City. Any additional costs of the Project will be paid for by the Companies unless paid for with the proceeds of additional parity bonds (the "Additional Bonds") as identified in the Indenture.

Section 3. Terms for the Series 1980 Bonds. The total principal amount of Series 1980 Bonds that may be issued is hereby expressly limited to \$2,300,000; provided that Additional Bonds may be issued upon the terms and conditions and for the purposes provided in the Indenture and in the Loan Agreement.

The Series 1980 Bonds shall be issuable as coupon Bonds only in the denomination of \$5,000, except that pending preparation of definitive printed bonds, the Series 1980 Bonds may be issued in temporary printed or typewritten form in denominations of \$5,000 or integral multiples thereof as provided in the Indenture. The Series 1980 Bonds shall be dated February 1, 1980, shall bear interest from such date until paid at the rate or rates set forth below, payable August 1, 1980, and semi-annually thereafter on February 1 and August 1 of each year until maturity, and shall mature on February 1 of each of the years set forth below and in the principal amount set opposite each year, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1981	50,000	7.50%	1989	\$ 90,000	8.00%
1982	55,000	7.50	1990	100,000	8.00
1983	55,000	7.60	1991	105,000	8.10
1984	65,000	7.60	1992	115,000	8.20
1985	65,000	7.65	1993	125,000	8.30
1986	75,000	7.70	1994	135,000	8.40
1987	80,000	7.80	1995	145,000	8.50
1988	85,000	7.90	2000	955,000	9.00

Principal and interest and premium, if any, shall be payable at the principal office of the Trustee in Fort Wayne, Indiana.

The Series A Bonds maturing on February 1, 2000 shall be redeemed pursuant to the sinking fund provisions contained in the Indenture, such redemptions to be made in the following aggregate principal amounts on February 1 of the years set forth below:

<u>Year</u>	<u>Amount</u>
1996	\$160,000
1997	175,000
1998	185,000
1999	210,000

1 The Series 1980 Bonds shall be executed, shall be in such
2 form, shall have such additional redemption provisions, and shall
3 be subject to such other terms and conditions as set forth in the
4 Indenture. The Series 1980 Bonds and the interest thereon do not
5 and shall never constitute an indebtedness of or a charge against
6 the general credit or taxing power of the City, but are limited
7 obligations of the City payable solely from revenues and other
8 amounts derived from the Loan Agreement and shall be secured as
9 provided in the Indenture. Forms of the Loan Agreement and Inden-
10 ture are before this meeting and are by this reference incorpora-
11 ted in this Bond Ordinance, and the City Clerk is hereby directed
12 to insert them into the minutes of the Common Council and to keep
13 them on file.

14 Section 4. Bond Purchase Agreement; Sale of the Series
15 1980 Bonds. The Mayor is hereby authorized and directed to execute
16 and deliver, in the name and on behalf of the City, a Bond Purchase
17 Agreement in substantially the form submitted to this Common
18 Council, which is hereby approved in all respects and by this
19 reference incorporated in this Bond Ordinance, and the City Clerk
20 is hereby directed to insert the same into the minutes of the
21 Common Council and to keep it on file. The Mayor, City Clerk and
22 City Controller of the City are hereby authorized and directed to
23 sell the Series 1980 Bonds to or upon the order of the Underwriter
24 upon the terms set forth in the Bond Purchase Agreement.

25 Section 5. Indenture. In order to secure the payment
26 of the principal of and interest on the Bonds, the Mayor and
27 City Clerk shall execute, acknowledge and deliver, in the name and
28 on behalf of the City, an Indenture of Trust in substantially the
29 form submitted to this Common Council, which is hereby approved
30 in all respects.

31 Section 6. Loan Agreement. In order to provide for
32 the loan of the proceeds of the Series 1980 Bonds to acquire and
33 construct the Project and the payment by the Companies of an
34 amount sufficient to pay the principal of and premium, if any,
35 and interest on the Series 1980 Bonds, the Mayor and the City

1 Clerk shall execute, acknowledge and deliver in the name and on
2 behalf of the City a Loan Agreement in substantially the form
3 submitted to this Common Council, which is hereby approved in all
4 respects.

5 Section 7. Acceptance of Series 1980 Note. In connection
6 with the Series 1980 Bonds, the City accepts as security for such
7 Series 1980 Bonds the Promissory Note, Series 1980, of the
8 Companies. The Series 1980 Note shall be substantially the form
9 attached as Exhibit B to the Loan Agreement.

10 Section 8. Official Statement. The Mayor is hereby author-
11 ized to execute a final Official Statement in substantially the
12 form of the Preliminary Official Statement submitted to this
13 Common Council with such changes and modifications therein as
14 shall be necessary to make the statements in such final Official
15 Statement consistent with this Bond Ordinance and such other
16 changes and modifications as shall be approved by the Mayor, such
17 approval to be evidenced exclusively by his execution thereof; and
18 distribution of the Preliminary Official Statement and the final
19 Official Statement is hereby authorized and approved. The form of
20 Preliminary Official Statement now before this meeting is hereby
21 approved and by this reference incorporated in this Bond Ordinance,
22 and the City Clerk is directed to insert the same into the minutes
23 of the Common Council and to keep it on file.

24 Section 9. Leases. This Common Council hereby approves
25 the forms and terms of the Leases before this meeting and approves
26 the lease of the Project by Anthony Home Service & Building
27 Maintenance, Inc. to Hanchar Industrial Waste Management, Inc.,
28 pursuant to Leases in substantially the form submitted to this
29 Common Council.

30 Section 10. General. The Mayor, City Clerk, and the City
31 Controller be and they are each hereby authorized and directed in
32 the name and on behalf of the City, to execute any and all instru-
33 ments, perform any and all acts, approve any and all matters and
34 do any and all things deemed by them, or any of them, to be
35 necessary or desirable in order to carry out the purposes of this

1 Bond Ordinance (including the preambles hereto), the acquisition
2 and construction of the Project by the Companies, the issuance and
3 sale of the Series 1980 Bonds, and the securing of the Series 1980
4 Bonds under the Indenture.

5 Section 11. Effective Date. This Bond Ordinance shall be
6 in full force and effect immediately upon its adoption by the
7 Common Council and approval by the Mayor.

8 Presented by Councilman *Smith*

9 Passed in open Council this ____ day of _____, 1980.

10
11 _____
12 President of the Common Council

13 ATTEST:

14 _____
15 City Clerk

16 Presented by me to the Mayor this ____ day of _____,
17 1980, at the hour of ____ o'clock __.M.

18 _____
19 City Clerk

20 Approved this ____ day of _____, 1980, at the hour
21 of ____ o'clock __.M.

22 *W. J. Sullivan*
23 Mayor

24 ATTEST:

25 _____
26 City Clerk

27 *Approved as to form and legality*
28 *John E. Hobbs*
29 *City Attorney*
30
31
32
33
34
35

Read the first time in full and on motion by Stier,
seconded by East, and duly adopted, read the second time
by title and referred to the Committee Finance (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, 19____, the _____ day of _____,
at _____ o'clock _____ M., E.S.T.

DATE: 3-11-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Stier,
seconded by East, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>✓</u>				
EISBART	<u>✓</u>				
GiaQUINTA	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
SCHOMBURG	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 3-25-80.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-28-80
on the 25th day of March, 1980.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Vivian J. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 26th day of March, 1980, at the hour of
11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 26th day of March
1980, at the hour of 4 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-03-03

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE authorizing the issuance and sale of \$2,300,000 Pollution Control Revenue
Bonds of the City of Fort Wayne, Indiana, for the purpose of making a loan to
Anthony Home Service & Business Maintenance, Inc., in order to finance the acquisition
and construction of certain Economic Development and Pollution Control Facilities
located in the city: Authorizing execution of a loan agreement providing for the
delivery of a note and assignment thereof as security for said bonds; authorizing
and indenture of trust appropriate for the protection and disposition of the revenues
from such notes; authorizing the terms of said bonds and the execution of a bond
purchase agreement providing for the sale thereof; and authorizing execution and
distribution of an official statement with respect to said bonds

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

JAMES S. STIER, CHAIRMAN

MARK GIAQUINTA, VICE CHAIRMAN

BEN EISBART

PAUL M. BURNS

DONALD J. SCHMIDT

[Handwritten signatures: James S. Stier, Mark E. Giaquinta, Ben Eisbart, Paul M. Burns, and Donald J. Schmidt]

3-25-80

CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY

TITLE OF ORDINANCE Ordinance

8-80-03-03

DEPARTMENT REQUESTING ORDINANCE Economic Development Commission

SYNOPSIS OF ORDINANCE Authorizing issuance of \$2,300,000.00 for polution control
revenue bonds to finance construction of economic development and polution con-
trol facilities in the City by Anthony Home Services and Hanchar Industrial
(bonds are not an obligation of the City)

EFFECT OF PASSAGE Construction of new polution control facilities in excess
of \$2,300,000.00.

EFFECT OF NON-PASSAGE Non-construction of facilities, loss of new jobs, etc.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) No city money involved.

ASSIGNED TO COMMITTEE Finance

LOAN AGREEMENT

Dated as of February 1, 1980

By and Between

CITY OF FORT WAYNE, INDIANA

and

ANTHONY HOME SERVICE &
BUILDING MAINTENANCE, INC.

The amounts payable to the City of Fort Wayne, Indiana (other than amounts payable under Section 5.5 and 6.4 hereof) and certain other rights of the City of Fort Wayne, Indiana under this Loan Agreement have been pledged and assigned to Lincoln National Bank and Trust Company of Fort Wayne, as Trustee under the Indenture of Trust dated as of February 1, 1980, from the City of Fort Wayne, Indiana.

FEB 14 1980

LOAN AGREEMENT

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THIS LOAN AGREEMENT dated as of February 1, 1980, between the CITY OF FORT WAYNE, INDIANA, a municipal corporation and political subdivision of the State of Indiana (hereinafter sometimes referred to as the "Issuer"), and ANTHONY HOME SERVICE & BUILDING MAINTENANCE, INC., an Indiana corporation (hereinafter sometimes referred to as the "Company"),

WITNESSETH:

WHEREAS, IC 18-6-4.5, as supplemented and amended (the "Act"), authorizes and empowers municipalities of the State of Indiana to issue revenue bonds and to lend the proceeds therefrom to a corporation for the purpose of financing the cost of acquisition and construction of economic development and pollution control facilities and vests such municipalities with powers necessary to enable them to accomplish such purposes; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the Issuer has agreed to issue its bonds and to lend the proceeds therefrom to the Company for the purpose of financing the cost of the acquisition and construction of certain economic development and pollution control facilities to be located in the City of Fort Wayne, Indiana, and to be leased to and operated by Hanchar Industrial Waste Management, Inc. (the "Lessee"), as an authorized project under the Act; and

WHEREAS, the Company has agreed to execute and deliver to the hereinafter defined Trustee the Series 1980 Note substantially in the form attached hereto as Exhibit B pursuant to which the Company will make payments sufficient to pay when due (whether at maturity, upon redemption or by acceleration) the principal of and interest on the Series 1980 Bonds hereinafter referred to; and

WHEREAS, the United States Small Business Administration proposes to guarantee pursuant to the provisions of U.S.C. 694-1(b), as amended, that amount of the payments due and payable by the Company under Section 4.2(a)(i)(1) of this Agreement, which in the aggregate, together with the moneys on deposit in the Escrow Fund created under the Indenture, will be sufficient to pay principal of and interest on the Series 1980 Bonds;

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties

hereto agree as follows [provided that any obligation of the Issuer created by or arising out of this Agreement shall not be or give rise to an indebtedness, debt or pecuniary liability upon the Issuer, or a charge upon its general credit or taxing powers, but shall be payable solely out of the revenues and receipts derived hereunder (except as provided in the hereinafter defined Indenture and in this Agreement, to the extent paid out of moneys attributable to the proceeds of the sale of the Bonds referred to herein or the income from the temporary investment thereof) by the Issuer]:

ARTICLE I

Definitions

"Act" means IC 18-6-4.5, as from time to time supplemented and amended.

"Additional Bonds" means the additional parity Bonds authorized to be issued by the Issuer pursuant to the terms and conditions of Section 207 of the Indenture.

"Additional Note or Notes" means the one or more promissory notes of the Company to be issued to evidence the additional obligations of the Company to repay any additional loans in the event of the issuance of Additional Bonds by the Issuer.

"Additional SBA Guarantee" means a new SBA Guarantee or a supplement to the SBA Guarantee, pursuant to which the SBA shall guarantee to the Issuer any additional Loan Repayments to be made by the Company hereunder in connection with the issuance of any Additional Bonds.

"Administration Expenses" means the reasonable and necessary expenses incurred by the Issuer including legal fees with respect to this Agreement, the Indenture, the financing of the Project and the administration thereof.

"Agency" means any state or local regulatory agency which is empowered to exercise jurisdiction over environmental or pollution control matters.

"Agreement" means this Agreement and all amendments and supplements hereto.

"Authorized Company Representative" means any person

who, at the time, shall have been designated as such pursuant to the provisions of Section 3.6 hereof by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Company by its President, any Vice President or Secretary. Such certificate shall designate an alternate or alternates. Such Representative may be an employee of the Company, but shall not be an employee of the SBA.

"Authorized Issuer Representative" means any person at the time designated to act on behalf of the Issuer by a written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor. Such certificate shall designate an alternate or alternates.

"Bond" or "Bonds" means any one or more of the Pollution Control Revenue Bonds, including Additional Bonds, of the Issuer authorized and issued by the Issuer, authenticated by the Trustee and delivered under the Indenture.

"Bond Counsel" means an attorney at law or a firm of attorneys who are of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Fund" means the Bond Fund created by Section 502 of the Indenture.

"Business Day" means a business day at the corporate trust office of the Trustee or, when applicable to the SBA, a business day of the United States government and its agencies.

"Code" means the Internal Revenue Code of 1954, as amended, and all regulations promulgated or proposed thereunder.

"Company" means Anthony Home Service & Building Maintenance, Inc., the party of the second part hereto, and any surviving, resulting or transferee corporation as provided in Section 5.3 hereof.

"Completion Date" means the date of completion of the construction and the installation of the Project as that date shall be certified as provided in Section 3.4 hereof.

"Construction Fund" means the Construction Fund created by Section 602 of the Indenture.

"Construction Period" means the period between the beginning of acquisition or construction of the Project or the date on which any of the Series 1980 Bonds are delivered to the initial purchasers thereof, whichever is earlier, and the Completion Date.

"Counsel" means an attorney at law or a firm of attorneys (who may be an employee of or counsel to the Issuer or the Company, but shall not be an employee of or counsel to the SBA) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Escrow Fund" means the escrow fund created by Section 510 of the Indenture.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole.

"Indenture" means the Indenture of Trust between the Issuer and the Trustee of even date herewith, including any indenture supplemental thereto or amendatory thereof.

"Issuer" means the City of Fort Wayne, Indiana, and its successors, and any governmental instrumentality resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Lessee" means Hanchar Industrial Waste Management, Inc., and any successor corporation.

"Loan Repayments" means the amounts payable by the Company on the Series 1980 Note set forth in Section 4.2(a)(i) and Schedule I hereof, or, if used in connection with any Additional Bonds, the amounts payable by the Company on the Additional Notes executed in connection with the issuance of such Additional Bonds.

"Note" or "Notes" means the Series 1980 Note and any Additional Notes.

The term "outstanding" when used with reference to the Bonds means all Bonds which have been duly authenticated and delivered by the Trustee under the Indenture, except:

(a) Bonds cancelled or surrendered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which cash funds shall have been deposited with the Trustee, or provision for the payment of which shall have been made in accordance with Article VIII of the Indenture (whether upon or prior to the maturity or redemption date of such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given pursuant to Section 302 of the Indenture, or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated and delivered under Section 208 of the Indenture.

"Plans and Specifications" means the plans and specifications prepared for the Project, as amended by the Company from time to time, as duly certified by the President or any Vice President of the Company.

"Principal Installment Date" means any date on which the principal of any Bonds shall become due whether by maturity, redemption, acceleration or purchase.

"Project" means the real property and the waste water treatment facilities constituting "economic development facilities" and "pollution control facilities" under the Act and a "Facility" within the meaning of the SBA Rules and Regulations, 13 CFR 111.3; which facilities are generally described in Exhibit A hereto.

"SBA" means the United States Small Business Administration, an agency of the United States Government.

"SBA Guarantee" means the Pollution Control Facility Payment Guarantee (including any Additional SBA Guarantee) of the SBA guaranteeing that amount of the Loan Repayments, as specified in Section 4.2(a)(1)(1) and Schedule IA hereto and in any amendment to this Agreement relating to the issuance of Additional Bonds, which in the aggregate, together with moneys

on deposit in the Escrow Fund, will be sufficient to pay principal of and interest on the Series 1980 Bonds and any Additional Bonds.

"Series 1980 Bonds" means the Issuer's Pollution Control Revenue Bonds as identified in Sections 201 and 202 of the Indenture.

"Series 1980 Note" means the promissory note of the Company dated as of the date hereof in the form attached hereto as Exhibit B delivered to the Trustee pursuant to Section 4.2 hereof in order to evidence the obligation of the Company to pay amounts sufficient to pay the principal of and interest on the Series 1980 Bonds when due.

"Trustee" means Lincoln National Bank and Trust Company of Fort Wayne, a bank located in the State of Indiana, and any successor trustee appointed pursuant to Section 1005 or 1008 of the Indenture at the time serving as successor trustee thereunder.

All other terms used herein which are defined in the Indenture shall have the same meanings assigned them in the Indenture unless the context otherwise requires.

ARTICLE II

Representations

SECTION 2.1. Representations by the Issuer. The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a duly organized and existing municipal corporation and political subdivision of the State of Indiana. Under the provisions of the Act, the Issuer has the power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper corporate action the Issuer has been duly authorized to execute and deliver this Agreement.

(b) To finance the cost of the Project (including a reasonably required reserve fund) the Issuer proposes to issue its Series 1980 Bonds in the aggregate principal amount of \$2,300,000 and having the terms and conditions specified in Article II of the Indenture.

(c) The Bonds are to be issued under and secured by the Indenture, pursuant to which certain of the Issuer's interests in this Agreement and the revenues and receipts derived by the Issuer pursuant to this Agreement, including without limitation the Note or Notes, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds.

(d) The Issuer has determined that the financing of the Project is in the public interest.

(e) The Issuer hereby determines that the Project constitutes both "pollution control facilities" and "economic development facilities" within the meaning of the Act.

SECTION 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly incorporated and in good standing under the laws of the State of Indiana, has power to enter into this Agreement and the Series 1980 Note and by proper corporate action has authorized the execution and delivery of this Agreement and the Series 1980 Note.

(b) Neither the execution and delivery of this Agreement or the Series 1980 Note, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement or the Series 1980 Note, will conflict with, or result in a breach of, or constitute a default under, any law or administrative regulation, or any of the terms, conditions or provisions of any corporate restriction or any judgment, loan agreement, note, indenture, mortgage, deed of trust or other agreement or instrument to which the Company is now a party or by which it is

bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company prohibited under the terms of any instrument or agreement.

(c) As a result of the construction of the Project by the Company and operation of the Project by the Lessee, the Company and the Lessee will reduce, control, or prevent pollution in Fort Wayne, Indiana and will create additional employment opportunities in Fort Wayne, Indiana.

(d) An agency having jurisdiction in the premises has certified that the Project, as designed, is in furtherance of the purpose of reducing, controlling or preventing pollution.

(e) The property comprising the Project constitutes and will constitute either land or property of a character subject to the allowance for depreciation under Section 167 of the Code and the costs of construction attributable to the Project, including costs of issuance of the Series 1980 Bonds and interest during the Construction Period, constitute amounts which will be charged to the Project's capital account or which would be so chargeable either with a proper election by the Company under the Code or but for a proper election by the Company to deduct such amounts.

(f) All of the proceeds from the Series 1980 Bonds will be used to finance facilities described in (e) above.

(g) No part of the Bond proceeds will be used, directly or indirectly, to provide working capital, within the meaning of the Code, to the Company.

(h) All available manufacturer's warranties relating to the Project shall vest in the Company upon its acquisition of possession or title to the Project or any part thereof.

(i) The proceeds from the Series 1980 Bonds will be used for payment of costs of the acquisition or construction of the Project incurred subsequent to August 28, 1979, for the creation of a reasonably required reserve for payment of the Series 1980 Bonds and for costs of issuance of the Series 1980 Bonds.

(j) The Project consists and will consist of the properties described in Exhibit A hereto and no changes shall be made in the acquisition or construction of the Project which will have the effect of impairing the effective use or character of the Project as contemplated by this Agreement or of disqualifying the Project as an "economic development facility" under the Act or a "Facility" within the meaning of the SBA Rules and Regulations, 13 CFR 111.3.

(k) The Company will have good and valid title to the Project sufficient for its purposes.

(l) No facilities will be financed out of the proceeds from the issuance and sale of the Series 1980 Bonds if such facilities have been constructed or owned by the proposed user and placed in use by the proposed user prior to the adoption of a resolution of the governing body of the Issuer's Economic Development Commission with respect to the Project.

(m) The site of the Project is located within the boundaries of the Issuer, and each part of the Project, other than certain transport vehicles, will at all times be located at such site.

ARTICLE III

Acquisition and Completion of the Project; Issuance of the Bonds

SECTION 3.1. Agreement to Acquire and Construct the Project. The Company covenants and agrees to acquire, construct and install the Project entirely within the boundaries of the Issuer, which acquisition, construction and installation shall be made in accordance with the Company's Plans and Specifications. At any time, upon request of the Issuer or the Trustee, the Company agrees to make available to the Issuer or the Trustee for review and copying, all then current Plans and Specifications for the Project. The Company may supplement

or amend the Plans and Specifications (including additions thereto or omissions therefrom), provided that no such supplement or amendment shall change the description of the Project set forth in Exhibit A or change the function of any principal component described in the Plans and Specifications, unless the Issuer and the SBA shall have consented thereto in writing and unless there shall be filed with the Issuer, the Trustee and the SBA the written approving opinion of Bond Counsel to the effect that such supplement or amendment will not result in the loss of Federal income tax exemption of interest on any Bonds under Section 103(b) of the Code or change the status of the Project as facilities described in Sections 2.2(e) and 2.2(j) hereof. The Company may identify any proprietary information in such Plans and Specifications, and, to the extent then legally permissible, the Issuer and the Trustee agree to keep such information confidential.

The Company agrees to cause the construction, acquisition and installation of the Project to be completed as soon as may be practicable. For such construction, acquisition and installation which commence prior to the receipt of proceeds from the issuance and sale of the Series 1980 Bonds, the Company agrees to advance all funds necessary for such purposes, which advances may be reimbursed from the Construction Fund to the extent permitted by Section 3.3 hereof. Nothing contained in this Section shall relieve the Company from making the payments required to be paid pursuant to Section 4.2 hereof.

Title to the Project shall at all times remain in the Company and the Company shall not take any action or permit any action to be taken which would have the effect of vesting the Issuer with any interest in the Project (other than its rights under Section 5.2 hereof).

SECTION 3.2. Agreement to Issue Bonds; Application of Bond Proceeds; Additional Bonds. In order to provide funds to finance all or a portion of the costs of the acquisition, construction and installation provided for in Section 3.1 hereof, the Issuer agrees that it will sell and cause to be delivered to the purchasers thereof the Series 1980 Bonds in the aggregate principal amount of \$2,300,000, having the terms specified in the Indenture. Upon receipt of the net proceeds, the Issuer will (a) deposit in the Bond Fund a sum equal to the amount required to be so deposited in Section 601 of the Indenture, (b) deposit in the Escrow Fund an amount equal to three months' Loan Repayments and (c) deposit in the Construction Fund the balance of the proceeds received from said sale.

Upon the request of the Company, the Issuer may, but only with the prior written consent of the SBA, authorize the issuance of Additional Bonds upon the terms and conditions provided in Section 207 of the Indenture. If authorized by the Issuer, Additional Bonds shall be issued to provide funds to pay any one or more of the following: (i) the costs of completing the Project or repairing or restoring the same, (ii) the costs of additional real estate, or of making such additions, improvements, extensions, alterations, relocations, enlargements, expansions, modifications or changes (hereinafter in this paragraph collectively called the "improvements") in, on or to the Project, as authorized by the Act, provided that such improvements do not materially impair the effective use of the Project, (iii) the refunding, to the extent permitted by law, of the Series 1980 Bonds or any series of Additional Bonds, or (iv) the costs of the issuance and sale of the Additional Bonds and capitalized interest thereon for such period and such other costs reasonably related to the financing as shall be agreed upon by the Company and the Issuer.

If the Company is not in default hereunder, the Issuer may, in its sole discretion, on request of the Company, from time to time, issue the amount of Additional Bonds specified by the Company; provided that the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Company and the Issuer; and provided further that the Company and the Issuer shall have entered into an amendment to this Agreement to provide for additional payments hereunder and the Company shall have executed and delivered one or more Additional Notes, in an amount at least sufficient to pay the principal of, and interest and premium, if any, on the Additional Bonds when due; and provided further that the Additional SBA Guarantee shall have been executed and delivered to the Trustee and the Issuer shall have otherwise complied with the provisions of Section 207 of the Indenture with respect to the issuance of such Additional Bonds.

SECTION 3.3. Disbursements from the Construction Fund. The Issuer has, in the Indenture, authorized and directed the Trustee to use the moneys in the Construction Fund, to the extent permitted by the Act and the Code, for the following purposes (but, subject to the provisions of Section 3.7 hereof, for no other purposes):

(a) Payment of the initial or acceptance fee of the Trustee; the fees and expenses for recording or filing this Agreement, the Indenture and any other required documents or instruments by which the revenues and receipts to be derived by the Issuer pursuant to this Agreement are assigned and pledged as security for the Bonds; the fees and expenses for recording or filing any financing statements and any other documents or instruments that either the Company or Bond Counsel may deem desirable to file for record.

(b) Payment to the Company and the Issuer as the case may be, of such amounts, if any, as shall be necessary to reimburse the Company and the Issuer in full for all advances and payments made or costs incurred by them or either of them prior to or after the execution of this Agreement for expenditures in connection with the preparation of Plans and Specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof), the construction, acquisition and installation of the Project and the construction, acquisition and installation necessary to provide utility services, all real or personal properties deemed necessary in connection with the Project, or any one or more of said expenditures (including architectural, engineering and supervisory services with respect to any of the foregoing).

(c) Payment of the legal and accounting fees and expenses, printing and engraving costs, the acceptance fee and expenses of the Trustee, the fees of the Issuer and the SBA and other costs incurred in connection with the authorization, issuance and sale of the Bonds, the preparation of this Agreement, the Note, the Indenture, and all other documents in connection therewith.

(d) Payment for labor, services, materials and supplies used or furnished in site improvement, payment for the cost of the acquisition or construction of the Project and the installation thereof, payment for the cost of the construction, acquisition and installation of utility services, and all real and personal property deemed necessary in connection with the Project and payment for the miscellaneous expenses incidental to any thereof.

(e) Payment, or reimbursement to the Company, of the fees, if any, for architectural, engineering and supervisory services with respect to the Project.

(f) Payment to the Trustee, as such payments become due, of the fees and expenses of the Trustee (including any fees and expenses for acting as bond registrar) and of any paying agent properly incurred under the Indenture that may become due during the Construction Period, or reimbursement thereof if paid by the Company.

(g) Payment, or reimbursement to the Company, of expenses incurred with approval of the Company in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project.

(h) Payment into the Bond Fund of any amount which may be necessary to pay the interest to accrue on the Bonds during the Construction Period.

(i) Payment, or reimbursement to the Company, of interest in connection with any loans entered into by the Company, during the Construction Period and prior to the issuance of the Bonds, which are used to pay any of the costs and expenses provided in this Section 3.3 and which interest qualifies as a proper cost under Section 2.2(e) hereof.

(j) All moneys (including moneys earned pursuant to the provisions of Section 3.7 hereof) remaining in the Construction Fund after completion of the construction, acquisition and installation of the Project and payment in full of the costs thereof, and after payment of all other items provided for in the preceding subsections (a) to (i), inclusive, of this Section, then due and payable, shall be, to the extent permitted by law, used by the Trustee for one or more of the following purposes as the Authorized Company Representative shall so direct in writing:

(A) for the payment of any cost of construction not then due and payable as specified in Section 3.4 hereof;

(B) to purchase Bonds (provided that if Bonds are purchased at an amount in excess of the principal amount thereof, the Company must pay such excess out of other funds) for the purpose of cancellation as directed by the Company;

(C) to the extent permitted by law such moneys may be held in the Construction Fund and used for the payment of the cost of construction of any additional economic development and pollution control facilities, provided that prior to such use: (i) the Issuer adopts such resolutions as may be necessary to amend this Agreement to include such facilities within the definition of Project as used herein; and (ii) a written opinion of Bond Counsel is obtained to the effect that the use of such moneys will not affect the exemption from Federal income tax of the interest on any series of Bonds and (iii) said expenditure shall have been approved in writing by SBA; or

(D) for transfer to the Bond Fund provided that in no event shall the amount so paid into the Bond Fund equal or exceed an amount the transfer of which will, in the opinion of Bond Counsel, under applicable statutes and regulations, affect the exemption from Federal income tax of the interest on any series of Bonds. Any amounts in excess of the amount so transferred shall, if not disbursed pursuant to clauses (A) or (C) above, be applied toward the purchase of Bonds as provided in clause (B). The proceeds received by the Issuer from the sale of the Bonds shall include earnings on the investment of such moneys under the provisions of this Agreement and the Indenture.

In the event the moneys remaining in the Construction

Fund at the Completion Date have not been used for one of the above purposes within three years after the date of issuance of the Bonds, such moneys shall be applied to the redemption of Bonds.

Each of the payments referred to in subsections (a) through (i) of this Section shall be made only upon receipt by the Trustee of a written order signed by the Authorized Company Representative certifying:

- (a) the requisition number;
- (b) the portion of the Project to which the payment relates;
- (c) the payee, which may be the Trustee in the case of a requisition for the payment of interest on the Bonds, and which may be the Company in the case of (i) work performed by the Company's personnel or (ii) reimbursement for payments advanced by the Company for the Project;
- (d) the amount;
- (e) that the payment is due, is a proper charge against the Construction Fund and has not been the basis for any previous withdrawal from the Construction Fund; and
- (f) that all costs to be paid or reimbursed are costs described in Sections 2.2(e) and 2.2(j) hereof.

Interest on the Bonds during construction, the interest described in Section 3.3(1) hereof and legal, consulting and any Bond issuance expense shall be set forth separately in any requisition requesting payment therefor. Each requisition will be consecutively numbered and accompanied by copies of invoices or other appropriate documentation supporting the payments or reimbursement requested. No moneys may be disbursed from the Construction Fund (except moneys payable to the SBA required to obtain the SBA Guarantee) until the Authorized Company Representative has certified that the Company has acquired title to the land and existing buildings to constitute part of the Project or that said disbursement is required to effect said acquisition and the payee of said disbursement is the seller of said land and buildings.

SECTION 3.4. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee and the Issuer by a certificate signed by the Authorized Company Representative stating that, except for amounts retained by the Trustee for Project costs not then due and payable as provided in Section 3.3(j), (i) acquisition and construction of the Project has been completed to the satisfaction of the Company in accordance with the Plans and Specifications therefor and all labor, services, materials and supplies used in such construction have been paid for, (ii) the Project as so acquired and constructed is suitable and sufficient for efficient operation as a pollution control facility and an economic development facility, as defined in the Act, and as a "Facility" within the meaning of the SBA Rules and Regulations, 13 CFR 111.3, and (iii) all the proceeds from the Bonds theretofore issued, other than Bond proceeds deposited in the Bond Fund and the Escrow Fund as provided in Sections 510 and 601 of the Indenture, have been used to pay costs described in Sections 2.2(e) and 2.2(j) hereof.

Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

SECTION 3.5. Company Required to Pay Construction and Equipment Costs in Event Construction Fund Insufficient. In the event the moneys in the Construction Fund available for payment of the costs of the Project should not be sufficient to pay the costs thereof in full, the Company agrees to pay directly, or to deposit in the Construction Fund moneys sufficient to pay, the costs of completing the Project as may be in excess of the moneys available therefor in the Construction Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund and which, under the provisions of this Agreement, will be available for payment of the costs of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Company agrees that if after exhaustion of the moneys in the Construction Fund the Company should pay, or deposit moneys in the Construction Fund for the payment of, any portion of the said costs of the Project pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the Issuer, except from the proceeds of Additional Bonds issued pursuant to Section 207 of the Indenture, if any, or from the Trustee or from the holders of any of the Bonds, nor shall it be entitled to any

diminution in or postponement of the amounts payable under the Note or under Section 4.2 hereof.

SECTION 3.6. Authorized Company Representative.

Prior to the initial sale of the Series 1980 Bonds, the Company shall appoint an Authorized Company Representative for the purpose of taking all actions and making all certificates required to be taken and made by the Authorized Company Representative under the provisions of this Agreement, and shall appoint alternate Authorized Company Representatives to take any such action or make any such certificate if the same is not taken or made by the Authorized Company Representative. In the event any of said persons, or any successor appointed pursuant to the provisions of this Section, should resign or become unavailable or unable to take any action or make any certificate provided for in this Agreement, another Authorized Company Representative or alternate Authorized Company Representative shall thereupon be appointed by the Company. If the Company fails to make such designation within ten days following the date when the then incumbent resigns or becomes unavailable or unable to take any of the said actions, the Secretary of the Company shall serve as the Authorized Company Representative.

Whenever under the provisions of this Agreement the approval of the Company is required or the Issuer is required to take some action at the request of the Company, such approval or such request shall be made by the Authorized Company Representative unless otherwise specified in this Agreement and the Issuer or the Trustee shall be authorized to act on any such approval or request and the Company shall have no complaint against the Issuer or the Trustee as a result of any such action taken.

SECTION 3.7. Investment of Construction Fund, Bond Fund and Escrow Fund Moneys Permitted. Any moneys held as a part of the Construction Fund, Bond Fund or Escrow Fund shall at the request of an Authorized Company Representative, confirmed in writing, be invested or reinvested by the Trustee, to the extent permitted by law, in the following: bonds, notes, certificates of indebtedness, Treasury bills or other securities constituting direct obligations of, or obligations unconditionally guaranteed by, the United States of America; and certificates of deposit or time deposits constituting direct obligations of any domestic bank, provided, that investments may be made only in those certificates of deposit or time deposits which are insured by the Federal Deposit Insurance

Corporation, if then in existence. Any such securities may be purchased at the offering or market price thereof at the time of such purchase.

No such investments made with moneys held as a part of the Escrow Fund shall have a maturity of greater than thirty days. Notwithstanding the foregoing the SBA may direct the investments to be made from the Escrow Fund as provided in Section 702 of the Indenture. Investments made with Bond Fund moneys shall mature in such amounts and at such times as shall provide the Trustee with necessary funds to make payments of principal of and interest and premium, if any, on the Bonds. Investments made with Construction Fund moneys shall mature in such amounts and at such times, or shall be readily marketable prior to their maturities, as the Company with the concurrence of the Trustee may direct.

The Trustee may make any and all such investments through its own bond department. Any interest accruing on or profit realized from the investment of any moneys held as part of the Bond Fund or Escrow Fund, as the case may be, shall be credited to the Bond Fund or Escrow Fund, as the case may be, and any loss resulting from such investment shall be charged to such Fund in accordance with the provisions of Section 702 of the Indenture. Any interest accruing on or profit realized from the investment of any moneys held as part of the Construction Fund shall be credited to an income account established within the Construction Fund and used as provided in Section 3.3 hereof. Any loss resulting from such investment shall be charged to the Construction Fund in accordance with the provisions of Section 701 of the Indenture. For the purposes of this Section, any interest bearing deposits, including certificates of deposit, issued by or on deposit with the Trustee shall be deemed to be investments and not deposits.

SECTION 3.8. Special Arbitrage Covenants. The Issuer hereby certifies to the Company that it has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

The Issuer and the Company each covenants with the purchasers and holders of the outstanding Bonds that, so long as any of the Bonds remain outstanding, it will take no action which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 103(c) of the Code, and any regulations promulgated or proposed thereunder, including Sections 1.103-

13 and 1.103-14 of the Income Tax Regulations (26 CFR Part 1), as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised.

ARTICLE IV

Loan and Provisions for Payment

SECTION 4.1. The Loan. In order to finance the Project, the Issuer hereby loans the proceeds received from the issuance and sale of the Series 1980 Bonds to the Company. Such proceeds shall be disbursed and applied in accordance with Article III hereof.

SECTION 4.2. Loan Repayments and Other Amounts Payable.

(a) (1) In order to evidence its obligation to repay the loan made hereunder by the Issuer in connection with the issuance of the Series 1980 Bonds, the Company will execute and deliver its Series 1980 Note in the aggregate principal amount of \$2,300,000 and shall make monthly payments on such Note to the Trustee for the account of the Issuer as therein provided as follows:

(1) payments in the amounts set forth in Schedule IA hereto, which is hereby made a part of this Section 4.2(a)(1)(1); and

(2) payments in the amounts set forth in Schedule IB hereto, which is hereby made a part of this Section 4.2(a)(1)(2).

The Series 1980 Note shall be dated, shall be payable in such principal installments and shall bear interest at such rate or rates per annum as is set forth in the form attached hereto as Exhibit B.

(ii) However, the obligations of the Company under this subsection (a) to make monthly payments will be increased by the loss on investments made with moneys in the Bond Fund.

(iii) If for any reason whatsoever, amounts paid to the Trustee under this subsection (a), together with other moneys held by the Trustee under the Indenture and available therefor, are not sufficient to make the corresponding payments of principal of and interest on the Series 1980 Bonds when such payments become due, the Company will pay to the Trustee for

the account of the Issuer the amounts required from time to time to make up such deficiency. (However, only the payments specified in subparagraph (i)(1) of this Section 4.2(a), and not any additional amounts required hereby, are guaranteed by the SBA Guarantee.)

(iv) The Company will not be obligated to make the payments on the Notes if the amount in the Bond Fund available for the purpose, together with the amount in the Escrow Fund, equals or exceeds the total amount of unpaid principal and interest to accrue until maturity on all Bonds outstanding.

(b) The Company also agrees to pay to the Trustee, as part of the payments hereunder, until the principal of and interest on the Bonds shall have been fully paid, (i) an amount equal to the annual fee of the Trustee for the Ordinary Services (as defined in the Indenture) of the Trustee, as trustee, rendered and its Ordinary Expenses (as defined in the Indenture) incurred under the Indenture, as and when the same become due, (ii) the reasonable fees, charges and expenses of the Trustee, as Bond Registrar and paying agent and any other paying agent on the Bonds for acting as paying agent as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees, charges and expenses of the Trustee for the necessary Extraordinary Services (as defined in the Indenture) rendered by it and Extraordinary Expenses (as defined in the Indenture) incurred by it under the Indenture, as and when the same become due.

(c) The Company agrees from time to time to deposit with the Trustee an amount sufficient to maintain at all times in the Escrow Fund an amount equal to three months' Loan Repayments upon being notified by the Trustee or the Issuer that such deposit is necessary.

Upon a declaration by the Trustee under Section 902 of the Indenture, an amount equal to all then outstanding Bonds together with accrued interest thereon shall become immediately due and payable.

In the event the Company shall fail to make any of the payments required in subsections (b) and (c) of this Section 4.2, the payment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, and the Company will pay the same with interest thereon, to the extent legally enforceable, from the date due until paid at the rate of eight per cent per annum.

SECTION 4.3. Obligations of Company hereunder Unconditional. The obligations of the Company to make the payments required in Section 4.2 hereof and pursuant to the Notes and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim, abatement or otherwise and until such time as the principal of and interest and premium, if any, on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Company (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for in Section 4.2 hereof or the Notes, (ii) will perform and observe all of its other agreements contained in this Agreement and the Notes and (iii) will not suspend the performance of its obligations hereunder for any cause including, without limiting the generality of the foregoing, failure to complete the Project, any acts or circumstances that may constitute failure of consideration, failure of or a defect of title to the Project or any part thereof, eviction or constructive eviction, destruction of or damage to the Project by fire or other hazard, total or partial condemnation of the Project or the use thereof, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State of Indiana or any political subdivision or agency of either, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Notes. Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained; and in the event the Issuer shall fail to perform any such agreement on its part, the Company may institute such action against the Issuer as the Company may deem necessary to compel performance or recover damages for nonperformance provided that no such action shall (a) violate the agreements on the part of the Company contained in the first sentence of this Section 4.3 or (b) diminish the payments and other amounts required to be paid by the Company on the Notes or pursuant to Section 4.2 hereof. The Company may, however, at its own cost and expense and in its own name or in the name of the Issuer (provided the Issuer is a necessary party) prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Issuer hereby agrees to

cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Issuer in any such action or proceeding if the Company shall so request.

SECTION 4.4. Payments Pledged and Assigned. It is understood and agreed that all payments made by the Company pursuant to the Notes and Section 4.2 hereof are assigned to the Trustee by the Indenture, and all payments thereunder shall be made directly to the Trustee for the account of the Issuer. The Company assents to such assignment and hereby agrees that its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by the Issuer or the Trustee of any obligation to the Company, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Company by the Issuer, or the Trustee or any holder of the Bonds.

ARTICLE V

Special Covenants

SECTION 5.1. No Liability of Issuer. THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROJECT OR ANY PART THEREOF OR THAT IT WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

Any obligation of the Issuer, created by or arising out of this Agreement, including the Bonds, shall not impose a debt or pecuniary liability upon the United States or any agency thereof, the State of Indiana or any political subdivision thereof, or a charge upon the general credit or taxing powers of any of the foregoing, but shall be payable solely out of revenues and receipts derived hereunder and under the Notes except as provided in the Indenture and in this Agreement to the extent paid out of moneys attributable to the proceeds of the sale of the Bonds or the income from the temporary investment thereof.

Neither the issuance of the Bonds nor the delivery of this Agreement shall, directly or indirectly or contingently, obligate the Issuer to levy any form of taxation therefor or to make any appropriation for their payment. Nothing in the Bonds or the coupons appertaining to the Bonds or in the Indenture or this Agreement or the proceedings of the Issuer authorizing the Bonds or in the Act shall be construed to authorize the Issuer to create a debt of the Issuer within the

meaning of any constitutional or statutory provision of the State of Indiana. The principal of and interest and premium, if any, on the Bonds shall be payable solely from the funds pledged for their payment in accordance with the Indenture.

SECTION 5.2. Issuer's and SBA's Right of Access to the Project. The Company agrees that the Issuer and SBA and their duly authorized agents shall have the right, in the Issuer's or SBA's sole discretion, as the case may be, subject to such limitations, restrictions and requirements as the Company may reasonably prescribe for plant security and safety reasons and in order to preserve secret processes and formulae, at all reasonable times to enter upon and to examine and inspect the Project and all books, papers and records of the Company pertaining to the Project, and to take such memoranda from and in regard thereto as may be desired.

SECTION 5.3. Company to Maintain its Corporate Existence: Conditions Under which Exceptions Permitted. The Company agrees that during the term of this Agreement it will maintain in good standing its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation; provided, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation (i) incorporated and existing under the laws of the United States of America or one of the states of the United States and qualified to do business in the State of Indiana as a foreign corporation or (ii) incorporated and existing under the laws of the State of Indiana), or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee corporation, as the case may be, is a solvent corporation and assumes and agrees by means of a written instrument satisfactory to the Issuer and the Trustee, to perform all of the obligations of the Company herein and under the Notes, provided that prior to such transaction the Company shall deposit with the Trustee an opinion of Bond Counsel to the effect that the proposed transaction will not violate the Company's covenants contained in Section 5.7 hereof. No consolidation, merger, sale or transfer shall take place without the prior written consent of the SBA, which consent shall state that the SBA Guarantee will remain in effect after such transaction.

SECTION 5.4. Qualification in Indiana. The Company covenants that until the Notes are duly paid or provided for it will remain an Indiana corporation or be and remain duly qualified to do business in Indiana as a foreign corporation.

SECTION 5.5. Release and Indemnification Covenants: Payment of Administration Expenses. Notwithstanding the fact that it is the intention of the parties that the Issuer shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the Issuer hereunder, by reason of the issuance of the Bonds, the execution and delivery of the Indenture, the performance of any act required of it by this Agreement, or the performance of any act requested of it by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Issuer (including any person at any time serving as an official of the Issuer) should incur any such pecuniary liability, then in such event the Company shall indemnify and hold harmless the Issuer (including any person at any time serving as an official of the Issuer) against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon. The Company releases the Issuer (including any person at any time serving as an official of the Issuer) and the Trustee from, agrees that the Issuer (including any person at any time serving as an official of the Issuer) and the Trustee shall not be liable for, and agrees to indemnify and hold the Issuer (including any person at any time serving as an official of the Issuer) and the Trustee harmless from, (i) any liability for any loss or damage to property or any injury to, or death of, any person that may be occasioned by any cause whatsoever pertaining to the Project, or (ii) any liabilities, losses or damages, or claims therefor, arising out of the failure, or claimed failure, of the Company to comply with its covenants contained in this Agreement, including, in each such case, any attorneys' fees. The Company agrees to indemnify and hold the Issuer (including any person at any time serving as an official of the Issuer) harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transaction contemplated by this Agreement. If any such claim is asserted, the Issuer, any individual indemnified herein or

the Trustee, as the case may be, will give prompt notice to the Company and the Company will assume the defense thereof, with full power to litigate, compromise or settle the same in its sole discretion, it being understood that neither the Trustee, the Issuer nor any indemnified individual will settle or consent to the settlement of the same without the written consent of the Company. The obligation of the parties under this Section shall survive the termination of this Agreement.

So long as any Bonds are outstanding, the Company will pay to the Issuer upon request made in writing, the amount of Administration Expenses not theretofore provided for which have then accrued and become payable.

SECTION 5.6. Records and Financial Statements. The Trustee and the Issuer shall be permitted at all reasonable times to examine the books and records of the Company with respect to the Project. During the term hereof, the Company shall furnish as soon as they are available to the Company, but in no event later than six (6) months after the end of the fiscal year of the Company (presently December 31), financial statements to the Issuer and (for the full period of the SBA Guarantee) to the Trustee, which shall forward such statements to the SBA. The Company shall notify the Trustee of any change in its fiscal year within sixty days of such change.

Information and data contained in the books and records of the Company shall be considered proprietary and to the extent permitted by law, shall not be voluntarily disclosed by the Trustee or the Issuer.

SECTION 5.7. Tax Exempt Status of the Bonds. The Issuer covenants that it shall, prior to the issuance of the Series 1980 Bonds, duly elect to have the provisions of Section 103(b)(6)(D) of the Code apply to such issue, and such election shall be made in accordance with the applicable regulations or procedures of the Internal Revenue Service. The company covenants that it shall furnish to the Issuer whatever information is necessary for the Issuer to make such election and shall file such supplemental statements and other information as are required by the applicable regulations or procedures of the Internal Revenue Service.

The Company covenants that (i) the proceeds of the Series 1980 Bonds are to be used with respect to facilities to be located in the corporate boundaries of the City of Fort Wayne, Indiana; (ii) that the Company and the Lessee will be

the principal users of the facilities to be acquired and constructed with the proceeds of the Series 1980 Bonds within the meaning of Section 103(b)(6) of the Code; and (iii) that there are no outstanding obligations of any state, territory or possession of the United States, or any political subdivision of the foregoing or of the District of Columbia constituting "exempt small issues" within the meaning of Section 1.103-10 of the Internal Revenue service Rules and Regulations, Federal Register Vol. 37, No. 150 (the "Regulations"), the proceeds of which have been or are to be used primarily with respect to facilities located in the corporate boundaries of the City of Fort Wayne, Indiana (or in any contiguous political subdivision), and which are to be used primarily by the Company or the Lessee (including any person related to the Company or the Lessee within the meaning of Section 103(b)(6)(C) of the Code) other than the Series 1980 Bonds.

The Company further covenants and represents that it has not made and will not make or permit to be made any capital expenditures which will cause the interest on the Bonds to become subject to Federal income taxes pursuant to the provisions of Section 103(b) of the Code so long as any of the Bonds are outstanding. The Company further covenants that it has not taken any action or permitted any action to be taken, and that it will not take any action nor permit any action to be taken, which would cause the interest on the Bonds to become subject to Federal income taxes, provided, that the Company shall not have violated this covenant if the interest on any of the Bonds becomes taxable to a person solely because such person is a substantial user of the Project or a related person pursuant to the provisions of Section 103(b)(8) of the Code.

The Company acknowledges that the capital expenditures referred to in the preceding paragraph include all capital expenditures which may, under any rule or election under the Code, be treated as a capital expenditure (whether or not such expenditure is so treated). No research and development costs relating to the Project have been paid or incurred at any location other than in the corporate limits of the City of Fort Wayne, Indiana.

The Company further covenants that it shall furnish to the Issuer and the Trustee (1) immediately prior to the issuance of the Series 1980 Bonds, a statement of the aggregate amount of capital expenditures made or incurred in the corporate limits of the City of Fort Wayne, Indiana (or in any contiguous political subdivision) ("Included Capital Expenditures") during the period beginning three years before the date of such issue,

(ii) within 30 days after it or any related person has made or incurred the maximum amount of capital expenditures permitted under Section 103(b)(6)(D) of the Code a statement to that effect and (iii) a copy of supplemental statements listing by date and amount any Included Capital Expenditures (other than those mentioned in Section 103(b)(6)(F) of the Code) during the three-year period beginning as of the date of issuance of the Series 1980 Bonds, including such Included Capital Expenditures not listed on the capital expenditure certificate filed with the Internal Revenue Service prior to the issuance of the Series 1980 Bonds. Such supplemental statements shall be filed with the district director or director of the regional service center with whom the Company's income tax return is required to be filed on the due date prescribed for filing such return (without regard to any extensions of time). Each such statement shall set forth a description of those capital expenditures which are capital expenditures under Section 103(b)(6)(D)(ii) of the Code and shall take into account facilities referred to in Section 103(b)(6)(E) of the Code in computing such capital expenditures. This covenant shall survive the termination of this Agreement.

SECTION 5.8. Action Shall Not Affect SBA Guarantee.

The Company covenants and agrees that it has not taken or permitted to be taken and will not take or permit to be taken any action which could reasonably be expected to or which actually results in the SBA Guarantee becoming ineffective or inoperative.

SECTION 5.9. Insurance Required. Commencing with the start of construction, the Company shall keep the Project continuously insured against such perils in such amounts as is customary and usual for other businesses insuring similar facilities, including insurance against casualty and public liability and flood insurance, paying as the same become due and payable all premiums with respect thereto.

Throughout the term of this Agreement, the Company shall either self-insure with respect to workmen's compensation coverage, maintain workmen's compensation coverage or cause the same to be maintained in accordance with Indiana law.

All proceeds of insurance against property damage shall be made payable to the Company alone and the Company shall collect and retain such proceeds, and all claims under any insurance policy referred to in this Agreement may be settled by the Company without the consent of the Issuer or the Trustee

or its agents irrespective of whether they are named as insureds thereunder.

SECTION 5.10. Operation of the Project. The Company agrees that it will lease the Project to the Lessee and will cause the Lessee to commence operation of the Project. The Company shall operate the Project or cause the Project to be operated until the Bonds are paid or provision for payment has been made in accordance with Article VIII of the Indenture except that, in the case of emergency or need for repairs or maintenance, the Company may temporarily discontinue or allow the Lessee to discontinue operation of the affected portions of the Project for the purpose of making necessary repairs or maintenance which shall be diligently effected. Upon written notice thereof to the Issuer, the Company may also discontinue or allow the Lessee to discontinue operation of the Project during any period of time when operation of the Project is, in the opinion of the Company or the Lessee, not economical.

SECTION 5.11. Redemption of Bonds. If the Company is not in default in the payments under Section 4.2 hereof, the Issuer, after the Company has deposited sufficient funds with the Trustee, at the request at any time of the Company and if the same are then callable, shall forthwith take all steps that may be necessary under the provisions of the Indenture to effect optional redemption of all or part of the then outstanding Bonds, as may be specified by the Company, on the earliest redemption date on which such redemption may be made under such applicable provisions.

SECTION 5.12. Assignment. This Agreement may be assigned in whole or in part by the Company without the necessity of obtaining the consent of either the Issuer or the Trustee, subject, however, to each of the following conditions:

(a) No assignment (other than pursuant to Section 5.3 hereof) shall relieve the Company from liability for any of its obligations hereunder in the event that its assignee does not perform, and in the event of any such assignment the Company shall continue to remain liable for payment of the amounts specified in Section 4.2 hereof and the Note and for performance and observance of the other covenants, warranties, representations and agreements on its part herein provided to be performed and observed by it to the same extent as though no assignment had been made, and

(b) The assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned, and

(c) The Company shall, at least five days prior to any such assignment, provide the Issuer and the Trustee with written notice thereof and within five days after any such event, furnish or cause to be furnished to the Issuer and to the Trustee a true and complete copy of each such assignment and assumption of obligations agreement, and

(d) No assignment shall violate the covenants of the Company contained in Section 5.7 hereof and, prior to such assignment, the Company shall deposit with the Trustee an opinion of Bond Counsel to that effect, and

(e) No assignment shall be made without the prior written consent of the SBA, which consent shall state that the SBA Guarantee will remain in effect after such transaction.

SECTION 5.13. Taxes and Other Project Expenses.

The Company will promptly pay, as the same become due, all lawful taxes and governmental charges of any kind whatsoever including without limitation, income, profits, property and excise taxes levied or assessed by Federal, state or any municipal government upon the Issuer with respect to the Project or any part thereof or any payments under this Agreement or the Notes. The Issuer agrees to give the Company prompt notice of any such assessment or governmental charge.

The Company may, at its expense and in its own name and behalf or in the name and behalf of the Issuer, if it is a necessary party thereto, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided during such period enforcement of any such contested item shall be effectively stayed. The Issuer at the expense of the Company will cooperate fully with the Company in any such contest.

The Company shall pay all costs related to the use, operation, maintenance and repair of the Project, any part

thereof or any additions, substitutions or modifications thereto and shall not be entitled to any reimbursement therefor hereunder, under the Notes or under the SBA Guarantee.

ARTICLE VI

Events of Default and Remedies

SECTION 6.1. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to pay the amounts required to be paid under the Notes at the times and in the manner specified therein.

(b) Failure by the Company to pay the amounts required to be paid under Section 4.2(b) or (c) hereof as and when the same become due.

(c) Any material breach by the Company of any representation or warranty made in this Agreement or failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsections (a) or (b) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to the Company by the Trustee, the Issuer or the SBA, (i) unless the Trustee, the Issuer and the SBA shall agree in writing to an extension of such time prior to its expiration or (ii) if the default be such that it cannot be corrected within the applicable period, it shall not constitute an event of default if corrective action is instituted by the Company within the applicable period and diligently pursued until the default is corrected.

(d) The dissolution or liquidation of the Company; the filing by the Company of a voluntary petition in bankruptcy; the failure by the Company promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its obligations hereunder; the adjudication of the Company as a bankrupt, or if a petition or answer proposing the adjudication of the

Company as a bankrupt or its reorganization, composition, dissolution, liquidation or arrangement under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within forty-five days after the filing thereof or the Company shall consent to any such proceeding; the Company shall admit in writing its inability to pay its debts generally as they become due; a receiver, trustee or liquidator of the Company shall be appointed in any proceeding brought against the Company and shall not be discharged within forty-five days after such appointment or if the Company shall apply for, consent to or acquiesce in such appointment; any assignment by the Company for the benefit of its creditors; or the entry by the Company into an agreement of composition, arrangement or debt readjustment, with its creditors. The term "dissolution or liquidation of the Company", as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Company resulting either from a merger or consolidation of the Company into or with another corporation or a dissolution or liquidation of the Company following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions contained in Section 5.3 hereof.

SECTION 6.2. Remedies on Default. Whenever any event of default referred to in Section 6.1 hereof shall have happened and be subsisting:

(a) The Trustee as assignee of the Issuer, may declare the principal of the Notes to be immediately due and payable, whereupon the same shall become immediately due and payable; provided, however, such remedy shall not apply in the case of an event of default arising out of the covenants contained in Section 5.10 hereof. Notwithstanding the foregoing no right under this paragraph may be exercised by the Issuer or the Trustee without the prior written consent or approval of the SBA if the SBA is not then in default under the SBA Guarantee and, so long as the SBA is not so in default, the SBA shall have the right to direct the Trustee to exercise the remedy set forth in this paragraph.

(b) In the event any of the Bonds shall at the time be outstanding and unpaid, the Issuer may have access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Company as the Issuer may reasonably request but only insofar as they pertain to the Project.

(c) The Issuer on its own behalf or the Trustee, as assignee of the Issuer, may, and if and only if SBA shall so request, the Issuer on behalf of SBA as subrogee shall, take any action at law or in equity as may appear necessary or desirable to collect the Loan Repayments then due.

(d) So long as the SBA is not in default under the SBA Guarantee, the SBA may name any successor to the rights, duties and obligations of the Company under this Agreement.

However, to the extent that the SBA is not then in default under the SBA Guarantee, the remedies set forth in this Section 6.2 shall not be exercised without the SBA's prior written consent. Any payment by the SBA under the SBA Guarantee shall not be deemed to cure the Company's default under Section 6.1(a) above.

Any amounts collected pursuant to action taken under this Section 6.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

SECTION 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or the Notes or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as

may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee, and the Trustee and the holders of the Bonds, subject to the provisions of the Indenture, shall be entitled to the benefit of all covenants and agreements herein contained.

SECTION 6.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Agreement or the Notes and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of the purchase price or the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Issuer or the Trustee or, if so directed, to the attorneys for the Issuer or the Trustee the reasonable fee of such attorneys and such other expenses so incurred by or on behalf of the Issuer or the Trustee.

SECTION 6.5. No Additional Waiver Implied by One Waiver: Consents to Waivers. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be effective unless in writing and signed by the party making the waiver. The Issuer shall have no power to waive any default hereunder by the Company without the consent of the Trustee and the SBA to such waiver.

SECTION 6.6. Enforcement of SBA Guarantee. The Trustee in the Indenture has agreed, and the Issuer hereby agrees that, upon payment by the SBA of any amounts under the SBA Guarantee, it will, upon the request of the SBA, assign to the SBA such portion of any right it may have to receive payments under Section 4.2(a)(i) hereof to the SBA to permit the SBA to succeed to its interest to the extent of such payments made by the SBA. The Issuer will deposit amounts received by it under the SBA Guarantee into the Bond Fund held by the Trustee.

ARTICLE VII

Prepayment

SECTION 7.1. Option to Prepay at Any Time. The Company shall have, and is hereby granted, the option to prepay in full the amounts payable on the Notes at any time prior to payment of the Bonds (or provision for payment thereof in accordance with the provisions of the Indenture), by paying to the Trustee an amount which, when added to the amount on deposit in the Bond Fund and the Escrow Fund and available for the purpose, will be sufficient to pay, retire and redeem all the outstanding Bonds in accordance with the provisions of the Indenture and to cause a discharge of the lien thereof pursuant to Article VIII of the Indenture (including, without limiting the generality of the foregoing, principal, interest to maturity or earliest applicable redemption date, as the case may be, premium, if any, expenses of redemption and Trustee's and paying agents' fees and expenses and all amounts due the Issuer) and, in case of redemption, making arrangements satisfactory to the Trustee for the giving of the required notice of redemption.

SECTION 7.2. Obligation to Prepay at Par. The Company covenants and agrees to prepay in full the Notes, in the event and after receipt of written notice by the Company of a written determination either by any officer of or counsel for the SBA or by any court of competent jurisdiction, that the SBA Guarantee is inapplicable to the payments which it purports to guarantee or is, under any circumstances, unenforceable in the full amount purported to be guaranteed by the SBA Guarantee.

Upon receipt of the notice described in the first paragraph of this Section 7.2, the Company shall promptly notify the Issuer and the Trustee thereof. To fulfill the obligation to prepay hereunder, the Company shall on the date of or within 60 days following the event giving rise to such obligation, give written notice to the Issuer and to the Trustee if any Bonds shall then be unpaid or provision for payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of such prepayment, which date shall be not less than 60 nor more than 120 days from the date such notice is mailed, and shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. The prepayment payable by the Company in the event of the fulfillment of the obligation imposed by this Section shall be the sum of the following:

(i) an amount of money which, when added to the amount then on deposit in the Bond Fund and Escrow Fund, will be sufficient to redeem all the then outstanding Bonds on the redemption date, including, without limitation, principal and all interest to accrue to said redemption date and redemption expenses, plus

(ii) an amount of money equal to the Trustee's and paying agents' fees, if any, and expenses under the Indenture accrued and to accrue until such final payment and redemption of the Bonds.

SECTION 7.3. Options to Prepay Series 1980 Note.

The Company shall have the following options to prepay the Series 1980 Note:

(a) The Company shall have, and is hereby granted, the option to prepay the Series 1980 Note as a whole but not in part, at any time, if within the preceding 180 days (i) the Project shall have been damaged or destroyed to the extent that, in the written opinion of the Company furnished to the Trustee and the Issuer, either the required restoration and repair thereof cannot reasonably be expected to be completed within a period of six months, or the Company is prevented or, in the written opinion of the Company furnished to the Trustee and the Issuer, would likely be prevented from using the Project for its normal purposes for a period of six months or more, or it would not be practicable or desirable to rebuild, repair or restore the Project; or (ii) there occurs the condemnation of all or any part of the Project or the taking by eminent domain of such use or control of the Project to such an extent that the Company is prevented or, in the written opinion of the Company furnished to the Trustee and the Issuer would likely be prevented from using the Project for its normal purposes for a period of six months or more.

(b) The Company shall also have, and is hereby granted, the option to prepay the Series 1980 Note on any interest payment date on or after February 1, 1990, in whole or in part, in inverse order of the maturity of the principal installments of the Series 1980 Note.

To exercise any of such options in (a) or (b) to prepay the Series 1980 Note in whole, the Company shall give written notice to the Issuer and to the Trustee. Such notice (i) shall identify the event permitting exercise of the option, (ii) shall

request the Trustee to give notice of redemption of all of the outstanding Series 1980 Bonds in accordance with the provisions of the Indenture, (iii) shall specify a date for the redemption of the Series 1980 Bonds (the "Redemption Date"), which date shall be not less than sixty (60) days subsequent to such written notice so as to allow the Trustee time to give the required notice of redemption to the holders of the Series 1980 Bonds in accordance with the provisions of the Indenture and (iv) shall be accompanied by a payment of the following amount:

(A) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to pay and redeem the outstanding Series 1980 Bonds on the Redemption Date, including without limitation, the principal amount thereof, all interest to accrue to said date, redemption premium, if any, and expenses incurred or to be incurred in connection with the prepayment of the Series 1980 Note and the redemption of the Series 1980 Bonds, plus

(B) an amount of money equal to the Trustee's and paying agent's fees and expenses under the Indenture accrued and to accrue until the Redemption Date.

To exercise such option to prepay the Series 1980 Note in part, the Company shall follow the procedures set forth above with respect to prepayment in whole except that (i) the notice to the Issuer and the Trustee shall specify the principal amount to be prepaid, and (ii) the amount payable under clause (A) above of the preceding paragraph shall be based upon the principal amount of Series 1980 Bonds to be redeemed.

ARTICLE VIII

Miscellaneous

SECTION 8.1. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns, subject, however, to the limitations contained in Sections 5.3 and 5.12 hereof.

SECTION 8.2. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

SECTION 8.3. Amendments, Changes and Modifications. Subsequent to the initial issuance of the Bonds and prior to payment or provision for the payment of the Bonds in full (including interest thereon) in accordance with the provisions of the Indenture, this Agreement may not be amended, changed, modified, altered or terminated except as provided in Article XII of the Indenture.

SECTION 8.4. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. This Agreement contains the entire agreement of the parties.

SECTION 8.5. Term of the Agreement. This Agreement shall be in full force and effect from its date to and including the final maturity of any Bond issued under the Indenture.

SECTION 8.6. Amounts Remaining in Bond Fund. Any amounts remaining in the Bond Fund after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), and the fees, charges and expenses of the Issuer, the Trustee and any paying agent and all other amounts required to be paid under this Agreement and the Indenture shall be paid to the Company by the Trustee as overpayment of the indebtedness hereunder.

SECTION 8.7. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, addressed as follows: If to the Issuer, to CITY OF FORT WAYNE, INDIANA, City-County Building, Fort Wayne, Indiana 46802, Attention: Mayor; if to the Company to ANTHONY HOME SERVICE & BUILDING MAINTENANCE, INC., 2601 Covington Road, P.O. Box 9332, Fort Wayne, Indiana, 46809, Attention: Vice President; if to the Trustee, to LINCOLN NATIONAL BANK AND TRUST COMPANY OF FORT WAYNE, 116 East Berry, Fort Wayne, Indiana 46802, Attention: Trust Department; if to the SBA, to Office of Special Guarantees, Small Business Administration, 1441 L Street N.W., Washington, D.C. 20416, Attention: Earl L. Chambers. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company to the other

shall also be given to the Trustee. The Issuer, the Company, the SBA and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 8.8. Further Assurances. The Company agrees and undertakes to perform any and all obligations of the Issuer under and pursuant to Sections 403 and 405 of the Indenture.

SECTION 8.9. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Issuer and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF FORT WAYNE, INDIANA

(SEAL)

By _____
Mayor

Attest:

City Clerk

ANTHONY HOME SERVICE & BUILDING
MAINTENANCE, INC.

(SEAL)

By _____
President

Attest:

Secretary

Exhibit A to Loan Agreement dated as of February 1, 1980 between the City of Fort Wayne, Indiana and Anthony Home Service & Building Maintenance, Inc.

PROJECT DESCRIPTION

The Project consists and will consist of the acquisition of the land described below, together with the existing buildings and other improvements located thereon; the renovation of such existing buildings and construction of additional improvements to render such land and buildings suitable for operation as a laboratory and liquid waste receiving, treatment and processing facility; the acquisition and installation of waste water treatment equipment, distillation and fractionation equipment, drum reconditioning equipment, a drum crusher, maintenance equipment and laboratory equipment; and the acquisition of transportation equipment for transporting waste materials, including semi-tractors and vacuum/pressure tankers; all of the foregoing to be used as a liquid industrial waste processing and treatment facility for the recovery of industrial by-products. The land referred to above is in Allen County, Indiana, and more particularly described as follows:

Part of Lot Number three (3) in Eliza Hanna Sr's. Subdivision of part of the Northeast quarter (1/4) of Section 26, in Township 31 North, Range 12 East, as recorded in Deed Record 60 page 258 of the records of Allen County, Indiana; more particularly described as follows, to-wit:

Commencing at the intersection of the north line of the said lot Number three (3) with the West line of U.S. Highway Number 27, as now established; thence West on the north line of Lot Number 3, 380 feet; thence south twelve (12) degrees fifteen (15) minutes east, 266.5 feet; thence south 60 degrees 45 minutes east, 160.5 feet to the west line of the said U.S. Highway No. 27, thence northeasterly on the west line of said Highway 390 feet to the place of beginning.

ALSO,

That part of Lot Number 3, Eliza Hanna Senior's Subdivision of part of Section 26, Township 31 North, Range 12 East, in Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at a point on the North line of Lot Number 3, Eliza Hanna Senior's Subdivision of part of Section 26, Township 31 North, Range 12 East, said point being situated 380.0 feet West of the West right of way line of United States Highway Number 27 and Indiana State Road 427; thence continuing West along the said North line of said Lot Number 3, a distance of 410.0 feet; thence South 08 minutes West a distance of 212.68 feet, more or less; then South 53 degrees 25 minutes East, a distance of 404.87 feet more or less, thence North 36 degrees 33 minutes East, a distance of 234.4 feet, more or less; thence North 10 degrees 27 minutes West a distance of 267.0 feet; more or less; to the place of beginning, containing 3.29 acres of land more or less; subject to an easement for roadway purposes over and across the South 15 feet of the above described tract of land lying along the southwest line thereof, in favor of abutting land owners to the West and Southwest of said tract of land, their servants, agents and licensees; together with an easement for roadway purposes over and across the 15 feet South of the above described tract of land and lying along the Southwest line thereof in favor of the grantee, its servants, agents and licensees; together with an easement for roadway purposes over and across the 30 feet South of and lying along the southwest line thereof of the following described real estate, to-wit:

Commencing at the intersection of the North line of said lot Number 3, with the West right of way line of United States Highway Number 27; thence Southwesterly on said right of way line 554 feet for a point of beginning; thence continuing southwesterly on said right of way line of 75 feet; thence in the Northwesterly direction on a line which is at right angles with said right of way line a distance of 155.6 feet; thence North 30 degrees East a distance of 75 feet, thence South-easterly 157.25 feet to the place of beginning; in favor of the grantee, its servants, agents and licensees.

EXHIBIT B

ANTHONY HOME SERVICE & BUILDING MAINTENANCE, INC.

FORM OF PROMISSORY NOTE, SERIES 1980

FOR VALUE RECEIVED, the undersigned, Anthony Home Service & Building Maintenance, Inc. (the "Company"), a corporation organized, existing and authorized to do business under the laws of the State of Indiana, hereby promises to pay to the order of the City of Fort Wayne, Indiana ("Issuer") in immediately available funds during normal banking hours in the sum of \$_____ in consecutive monthly installments of \$_____ each, at least one business day before _____ 1, 19____, and at least one business day before the first day of each month thereafter until this Promissory Note is fully paid except that the final payment of both principal and interest shall be due at least one business day before February 1, 2000. All monthly payments on account of the indebtedness evidenced by this Promissory Note shall be first applied to interest on the unpaid principal balance and the remainder to principal and premium, if any. The principal of each of said installments unless paid when due shall bear interest (payable on demand) at the rate of _____ per cent (____%) per annum for the period that such default remains uncured. Interest shall be computed on the basis of a year of 360 days.

This Promissory Note is issued pursuant to the Loan Agreement dated as of February 1, 1980 (the "Loan Agreement") between the Issuer and the Company and is issued in consideration of the loan made thereunder and to evidence the obligations of the Company set forth in Section 4.2(a)(1) thereof. This Promissory Note will be assigned to Lincoln National Bank and Trust Company of Fort Wayne pursuant to the Indenture of Trust dated as of February 1, 1980 from the Issuer to Lincoln National Bank and Trust Company of Fort Wayne, as Trustee ("Trustee"), and all payments hereunder shall be made directly to the Trustee for the account of the Issuer pursuant to any such assignment.

It is intended by the Company that the payments of principal and interest hereon at least one business day before each February 1 and August 1 will (when added to the moneys in the Bond Fund under the Indenture available for the purpose) be sufficient to enable the Issuer to pay the principal of and interest on its \$2,300,000 Pollution Control Revenue Bonds

(Anthony Home Services & Building Maintenance, Inc. Project) Small Business Series 1980 (the "Bonds") due on such February 1 or August 1. Each payment due on this Note at least one business day before each February 1 and August 1 shall (when added to the moneys in the Bond Fund under the Indenture available for the purpose) at all times be sufficient to pay the total amount of interest and principal (whether at maturity or upon redemption or acceleration) and premium, if any, payable on the Bonds on such date.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Company to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by the Issuer under the Loan Agreement or under any other agreement between the Company and the Issuer or the Trustee or out of any indebtedness or liability at any time owing to the Company by the Issuer, the Trustee or any holder of the Bonds or for any other reason.

This Promissory Note is subject to prepayment under the terms and conditions, and in the amounts, provided in Article VII of the Agreement. Any prepayments permitted hereon shall be applied to the installments due hereon in the inverse order of their maturities, but any such payment shall not relieve or discharge the Company from liability for making the payments on the next succeeding monthly installment date or dates as provided herein, nor reduce the amount of any such monthly installments.

If an "event of default" occurs under Section 6.1 of the Loan Agreement, the principal of this Promissory Note may be declared due and payable in the manner and to the effect provided in Article VI of the Agreement.

The Company waives demand, presentment for payment, notice of dishonor and protest of this Promissory Note, except such waiver shall not be deemed a waiver of any notice required to be delivered pursuant to the Indenture.

All terms used in this Promissory Note which are defined in the Loan Agreement shall have the meaning assigned to them in the Loan Agreement.

This note shall be governed and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, ANTHONY HOME SERVICE & BUILDING MAINTENANCE, INC. has caused this Promissory Note to be duly executed, attested and delivered as February 1, 1980.

ANTHONY HOME SERVICE & BUILDING
MAINTENANCE, INC.

By _____
President

(SEAL)

ATTEST:

By _____
Secretary

Pay to the order of Lincoln National Bank and Trust Company
of Fort Wayne.

CITY OF FORT WAYNE, INDIANA

Mayor

Schedule I

CITY OF FORT WAYNE, INDIANA

TO

LINCOLN NATIONAL BANK AND TRUST
COMPANY OF FORT WAYNE, as Trustee

INDENTURE OF TRUST

Securing Pollution Control Revenue Bonds
(Anthony Home Service & Building
Maintenance, Inc. Project)
Small Business Series 1980

Dated as of February 1, 1980

FEB 14 1980

INDENTURE OF TRUST

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and is only for convenience of reference)

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST dated as of February 1, 1980, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation and political subdivision of the State of Indiana (hereinafter sometimes referred to as the "Issuer"), and LINCOLN NATIONAL BANK AND TRUST COMPANY OF FORT WAYNE, a national banking association duly organized, existing and authorized to accept and execute trusts under the laws of the United States of America, with its principal office in Fort Wayne, Indiana, as Trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, IC 18-6-4.5, as supplemented and amended (the "Act"), authorizes and empowers municipalities of the State of Indiana to issue revenue bonds and to lend the proceeds therefrom to a corporation for the purpose of financing economic development and pollution control facilities and vests such municipalities with powers necessary to enable them to accomplish such purposes; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the Issuer has agreed to issue its revenue bonds and to lend the proceeds therefrom to Anthony Home Service & Building Maintenance, Inc. (the "Company") for the purpose of financing the acquisition and construction of certain economic development and pollution control facilities, to be located in the City of Fort Wayne, Indiana, and to be leased to and operated by Hanchar Industrial Waste Management, Inc., as an authorized project under said Act; and

WHEREAS, the Issuer has entered into a Loan Agreement of even date herewith (hereinafter called the "Agreement") with the Company providing for the financing of the aforesaid economic development and pollution control facilities; and

WHEREAS, the Issuer has determined to issue hereunder its Pollution Control Revenue Bonds (Anthony Home Service & Building Maintenance, Inc. Project) Small Business Series 1980 in the aggregate principal amount of \$2,300,000 (hereinafter referred to as the "Series 1980 Bonds") for the purpose of providing funds for the aforesaid pollution control and economic development facilities; and

WHEREAS, the Small Business Administration proposes to guarantee the full amount of the payments due and payable

by the Company under Section 4.2(a)(1)(1) of the Agreement pursuant to provisions of 15 U.S.C. 694-1(b), as amended; and

WHEREAS, additional amounts may be necessary in connection with said pollution control and economic development facilities and as a result provision should be made for the issuance of additional parity bonds from time to time hereunder as specified in Section 207 hereof (hereinafter referred to as "Additional Bonds"); and

WHEREAS, the Series 1980 Bonds, the interest coupons to be attached to the coupon Bonds of such series and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following form, and any Additional Bonds, coupons and Trustee's certificate of authentication are also to be in substantially the following form (except as to redemption and other provisions peculiar to such Additional Bonds) with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

(Form of Series 1980 Bond)

CITY OF FORT WAYNE, INDIANA

Pollution Control Revenue Bond
(Anthony Home Service & Building Maintenance, Inc. Project)
Small Business Series 1980

No.

\$5,000

KNOW ALL MEN BY THESE PRESENTS that the City of Fort Wayne, Indiana, a municipal corporation and political subdivision of the State of Indiana (hereinafter called the "Issuer"), for value received, promises to pay (but only out of the sources hereinafter provided), to bearer, on _____, _____, the principal sum of Five Thousand Dollars (\$5,000) and in like manner to pay (but only out of the sources hereinafter provided) interest on said sum from the date hereof at the rate of _____ per cent (_____ %) per annum on _____, _____ and semiannually thereafter on _____ and _____ of each year upon presentation and surrender of the appropriate coupons hereto attached as they severally mature, until said principal sum is paid or provision for such payment duly made, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto. Payment of principal of and interest on this Bond will be made

in lawful money of the United States of America at the principal office of Lincoln National Bank and Trust Company of Fort Wayne, in the City of Fort Wayne, Indiana, as Trustee, or its successor in trust (the "Trustee").

This Bond is one of a series of Bonds issued under the hereinafter described Indenture in the aggregate principal amount of \$2,300,000 (hereinafter referred to as the "Series 1980 Bonds") for the purpose of providing funds to finance, in whole or in part, the cost of acquiring, constructing and installing liquid waste disposal facilities within the City of Fort Wayne, Indiana (hereinafter called the "Project") and paying expenses incidental thereto, which Project is to be leased by the Company to Hanchar Industrial Waste Management, Inc., to the end that such Issuer may be able to promote the health, prosperity, economic stability and general welfare of the City of Fort Wayne, Indiana. Proceeds from the sale of the Series 1980 Bonds are being loaned by the Issuer to Anthony Home Service & Building Maintenance, Inc., an Indiana corporation (hereinafter called the "Company"), under the terms of a Loan Agreement dated as of February 1, 1980 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement").

The Series 1980 Bonds are all issued under and equally and ratably secured by and entitled to the security of a pledge and assignment of revenues and receipts derived by the Issuer pursuant to the Agreement, including payments on the Company's promissory note (the "Series 1980 Note") delivered to the Issuer by the Company to evidence and secure its obligation to repay the loan, all as more fully described in the Indenture of Trust dated as of February 1, 1980 (hereinafter, as from time to time supplemented and amended, referred to as the "Indenture") duly executed and delivered by the Issuer to the Trustee. It is provided in the Indenture that the Issuer may hereafter issue Additional Bonds (as defined in the Indenture) under the terms and conditions contained therein, and if issued, such Additional Bonds will rank pari passu with the Series 1980 Bonds (such Additional Bonds together with the Series 1980 Bonds are herein collectively referred to as the "Bonds"). Reference is made to the Indenture and to all indentures supplemental thereto for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the issuance of Additional Bonds and the terms on which the Bonds are or may be issued and secured, and to all the provisions of which the holder hereof by the

acceptance of this Bond assents.

Pursuant to the terms of a Pollution Control Facility Payment Guarantee, the United States Small Business Administration (hereinafter referred to as the "SBA"), an agency of the United States Government, has guaranteed to the Issuer certain loan repayment obligations of the Company under Section 4.2(a)(i)(1) of the Agreement which, together with moneys on deposit in the Escrow Fund created under the Indenture, will be sufficient to pay principal of and interest on the Series 1980 Bonds (which Guarantee, as from time to time supplemented and amended, including any guarantee executed by the SBA with respect to Additional Bonds, is hereinafter referred to as the "Guarantee"). The full faith and credit of the United States are pledged to the obligations set forth in the Guarantee. The rights, privileges and obligations of the Issuer under the Guarantee have been assigned to the Trustee under the Indenture with the consent of the SBA.

The Series 1980 Bonds are issuable as coupon Bonds, in the denomination of \$5,000. This Bond and the coupons appertaining hereto shall be negotiable and pass by delivery.

The Series 1980 Bonds are callable for redemption in the event that the Company shall exercise its option to prepay in whole all unpaid amounts payable by the Company under the Agreement, as provided in Article VII of the Agreement upon certain events of damage, destruction or condemnation with respect to the Project. If called for redemption in any such event, the Series 1980 Bonds shall be subject to redemption by the Issuer at any time in whole at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

Any of the Series 1980 Bonds as may be outstanding are also subject to optional redemption by the Issuer prior to maturity on any interest payment date on or after February 1, 1990, from any funds, in whole or in part, in the inverse order of their maturity (less than all of such Bonds of a single maturity to be selected by lot in such manner as may be designated by the Trustee), at the redemption prices (expressed as percentages of principal amount) set forth in the table below plus accrued interest to the redemption date:

<u>Redemption Date</u> <u>(dates inclusive)</u>	<u>Redemption</u> <u>Price</u>
February 1, 1990 or August 1, 1990	103 %
February 1, 1991 or August 1, 1991	102-1/2%
February 1, 1992 or August 1, 1992	102 %
February 1, 1993 or August 1, 1993	101-1/2%
February 1, 1994 or August 1, 1994	101 %
February 1, 1995 or August 1, 1995	100-1/2%
February 1, 1996 and thereafter	100 %

The Series 1980 Bonds shall be redeemed in whole by the Issuer, but only with funds provided by the Company, not more than 180 days after receipt by the Company of notice of a written determination by any officer of or counsel for the SBA or by any court of competent jurisdiction that the Guarantee is inapplicable to the payments which it purports to guarantee or is, under any circumstances, unenforceable in the full amount purported to be guaranteed by the Guarantee. The Series 1980 Bonds redeemed under this paragraph shall be redeemed at the principal amount thereof, together with unpaid interest accrued to the date fixed for redemption.

The Series 1980 Bonds maturing on February 1, 2000, are also subject to mandatory redemption by the Issuer prior to maturity pursuant to the sinking fund provisions for such Series 1980 Bonds contained in the Indenture, the Series 1980 Bonds to be redeemed to be selected by lot in such manner as the Trustee may designate, such redemptions to be made at a price equal to 100% of the principal amount of the Series 1980 Bonds redeemed plus interest accrued to the redemption date, and to be made in the following aggregate principal amounts on February 1 of the following years:

<u>Year</u>	<u>Amount</u>
1996	
1997	
1998	
1999	

The Series 1980 Bonds are not otherwise subject to redemption prior to their respective stated maturities.

In the event any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by publication at least twice in a newspaper or

financial journal of general circulation published in the City of Chicago, Illinois, and in one published in The City of New York, New York. The first of each such publications shall be published not more than sixty and not less than thirty days prior to the redemption date. All Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment at that time. If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason, it is impossible or impractical to publish such notice of call for redemption in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Indiana, particularly IC 18-6-4.5, as supplemented and amended (the "Act") and pursuant to resolutions adopted and approved by the Issuer, which resolutions authorize the execution and delivery of the Indenture. The Series 1980 Bonds, together with the interest thereon, shall be limited obligations of the Issuer payable solely from the Loan Repayments (as defined in the Agreement) and certain other amounts payable pursuant to the Agreement and the Series 1980 Note (except as provided in the Indenture to the extent paid out of moneys attributable to Series 1980 Bond proceeds or income from the temporary investment thereof). Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal of and interest on the Series 1980 Bonds are to be paid by the Company to the Trustee for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Fort Wayne, Indiana Bond Fund, Anthony Home Service & Building Maintenance, Inc. Project", and certain rights of the Issuer under the Agreement and the Issuer's interest in the Series 1980 Note have been duly pledged and assigned to the Trustee, under the Indenture to secure payment of such principal and interest. The Series 1980 Bonds and the interest thereon do not now and shall never constitute a charge against the general credit or taxing powers of the Issuer.

No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim

based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future officer or employee of the Issuer, the United States of America, or any agency thereof, or any officer or member or employee of any successor corporation or successor agency, as such, either directly or through the Issuer, the United States of America, or any agency thereof, or any successor corporation or agency, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, director, member or employee as such is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Certain rights and remedies of the Trustee on behalf of the holder of this Bond may not be exercised under the Indenture without the prior written approval of the SBA if the SBA is not then in default under the Guarantee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and under the circumstances permitted by the Indenture.

It is Hereby Certified, Recited and Declared that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law; and that the issuance of this Bond and the series of which it forms a part, does not exceed or violate any constitutional or statutory limitation.

This Bond and the coupons appertaining hereto shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana has caused this Bond to be executed in its name by the facsimile or manual signature of its Mayor and attested to by the facsimile or manual signature of its City Clerk and the facsimile of its corporate seal to be printed hereon, and has caused the interest coupons attached hereto to be executed by the facsimile signatures of said officers, all as of February 1, 1980.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

Attest:

City Clerk

(Seal)

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Series 1980 Bonds described in the within-mentioned Indenture of Trust.

LINCOLN NATIONAL BANK AND TRUST
COMPANY OF FORT WAYNE, as Trustee

By _____
Authorized Officer

(FORM OF INTEREST COUPON)

No.

\$

On the first day of _____, _____, the CITY OF FORT WAYNE, INDIANA (unless the Bond to which this coupon appertains shall have been duly called for previous redemption and payment of the full redemption price therefor shall have been made or provided for) will pay to bearer, subject to the provisions of the Indenture and upon presentation and surrender of this coupon at the principal office of Lincoln National Bank and Trust Company of Fort Wayne in the City of Fort Wayne, Indiana, or its successor in trust, the amount shown hereon, as provided in and being semiannual interest then due on its Pollution

Control Revenue Bond (Anthony Home Service & Building
Maintenance, Inc. Project) Small Business Series 1980 numbered

(Facsimile)

City Clerk

(Facsimile)

Mayor

* * * * *

WHEREAS all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and a valid assignment and pledge of the revenues and receipts to be derived by the Issuer pursuant to the Agreement, including the Company's promissory note or notes delivered thereunder, for the payment of the principal of and interest on the Bonds have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

That the Issuer in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the purchasers thereof, one dollar duly paid to the Issuer by the Trustee at or before the execution and delivery of these presents and of other good and valuable considerations, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all Bonds outstanding hereunder from time to time, according to their tenor and effect, and to secure the observance and performance by the Issuer of all the covenants, expressed or implied herein and in the Bonds, does hereby pledge and assign unto the Trustee, and unto its successors and assigns forever:

GRANTING CLAUSE FIRST

All rights, title and interest of the Issuer in and to the Agreement, including all revenues and receipts derived thereunder (except for the rights of the Issuer to payments pursuant to Sections 5.5 and 6.4 of the Agreement) and the Notes and the SBA Guarantee, including all extensions and renewals

of the term of the Agreement, if any, including, but without limiting the generality of the foregoing, the present and continuing right to (i) make claim for, collect, receive and receipt for any income, revenues, issues and profits and other sums of money payable by the Company or receivable by the Issuer under the Agreement, or the Notes, whether payable pursuant to the Agreement or otherwise, (ii) make claim for, collect, receive and receipt for any sums of money payable by the SBA or receivable by the Issuer under the SBA Guarantee, (iii) bring actions and proceedings under the Agreement or for the enforcement thereof, and (iv) do any and all things which the Issuer is or may become entitled to do under the Agreement or the SBA Guarantee; provided that the assignment made by this clause shall not impair or diminish any obligation of the Issuer under the provisions of the Agreement.

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Indenture and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Issuer or by anyone in its behalf, or with its written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future holders of the Bonds and the bearers of all coupons appertaining thereto, from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds or coupons over any other of the Bonds or coupons.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds and the interest coupons appertaining to the Bonds, respectively, according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article V hereof or shall provide, as permitted by Article VIII hereof, for the payment thereof by depositing with the

Trustee the entire amount due or to become due on all Bonds, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee and all paying agents all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and the revenues and receipts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective holders from time to time of the Bonds or coupons, as follows:

ARTICLE I

Definitions

The following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Act" means IC 18-6-4.5, as from time to time supplemented and amended.

"Additional Bonds" means the additional parity bonds authorized to be issued by the Issuer pursuant to the terms and conditions of Section 207 hereof.

"Additional Note or Notes" means the one or more promissory notes of the Company to be issued to evidence the additional obligations of the Company to repay any additional loans in the event of the issuance of Additional Bonds by the Issuer.

"Additional SBA Guarantee" means a new SBA Guarantee or a supplement to the SBA Guarantee, pursuant to which the SBA shall guarantee to the Issuer certain additional Loan Repayments to be made by the Company under the Agreement in connection with the issuance of any Additional Bonds.

"Agreement" means the Loan Agreement executed by and between the Issuer and the Company of even date herewith, as from time to time amended and supplemented.

"Authorized Company Representative" means the person or alternate who at the time shall have been designated as such pursuant to the provisions of the Agreement.

"Authorized Issuer Representative" means the person or alternate who at the time shall have been designated as such pursuant to the provisions of the Agreement.

"Authorized Newspapers" means a newspaper or financial journal of general circulation published in the City of Chicago, Illinois, and one published in The City of New York, New York.

"Authorized SBA Representative" means the person or alternate who shall have been designated as such by the SBA.

"Bond" or "Bonds" means any one or more of the Pollution Control Revenue Bonds, including any Additional Bonds of the Issuer, authorized and issued by the Issuer, authenticated by the Trustee and delivered hereunder.

"Bond Counsel" means an attorney at law or a firm of attorneys who are of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Fund" means the Bond Fund created by Section 502 hereof.

"Bondholder" or "holder" or "owner" of any Bonds or coupons means the bearer of any Bond and the bearer of any coupon.

"Business Day" means a business day at the corporate trust office of the Trustee or, when applicable to the SBA, a business day of the United States Government and its agencies.

"Code" means the Internal Revenue Code of 1954, as amended, and all regulations promulgated or proposed in connection therewith.

"Company" means Anthony Home Service & Building Maintenance, Inc. and any surviving, resulting or transferee corporation as provided in Section 5.3 of the Agreement.

"Construction Fund" means the Construction Fund created by Section 602 hereof.

"Counsel" means an attorney at law or a firm of attorneys (who may be an employee of or counsel to, the Issuer or the Company, but shall not be an employee of or counsel to the SBA) duly admitted to the practice of law before the highest court of any state of the United States of America.

The term "coupon" means any of the coupons evidencing the semiannual installments of interest on the applicable Bond or Bonds.

"Escrow Fund" means the Escrow Fund created by Section 510 hereof.

"Extraordinary Services" and "Extraordinary Expenses" mean all services rendered and all expenses incurred under the Indenture other than Ordinary Services and Ordinary Expenses.

"Governmental Obligations" means direct obligations of, or obligations the payment of the principal and interest of which is unconditionally guaranteed by, the United States of America.

"Indenture" means these presents as supplemented and amended by any supplemental indentures executed by the Issuer and the Trustee pursuant to Article XI hereof.

"Issuer" means the City of Fort Wayne, Indiana, and its successors, and any governmental instrumentality resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Loan Repayments" means the amounts payable by the Company on the Series 1980 Note set forth in Section 4.2(a)(1) of the Agreement, or if used in connection with any Additional Bonds, the amounts payable by the Company on the Additional Notes executed in connection with the issuance of such Additional Bonds.

"Note" or "Notes" means the Series 1980 Note and any Additional Notes.

"Ordinary Services" and "Ordinary Expenses" mean those services rendered and those expenses incurred by the Trustee hereunder which are equivalent to those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

The term "outstanding" when used with reference to the Bonds means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(a) Bonds cancelled or surrendered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which cash funds shall have been deposited with the Trustee, or provision for the payment of which shall have been made in accordance with Article VIII hereof (whether upon or prior to the maturity or redemption date of such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given pursuant to Section 302 hereof, or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated and delivered under Section 208 hereof.

"Paying Agent" means any paying agent for the Bonds and coupons (which may include the Trustee) and its successor or successors appointed pursuant to the provisions of this Indenture.

"Person" means natural persons, partnerships, associations, corporations, trusts and public bodies.

"Project" means the facilities generally described in Exhibit A to the Agreement.

"SBA" means the United States Small Business Administration, an agency of the United States Government.

"SBA Guarantee" means the Pollution Control Facility

Payment Guarantee (including any Additional SBA Guarantee) of the SBA guaranteeing that amount of the Loan Repayments, as set forth in Section 4.2(a)(1)(1) of the Agreement and Schedule IA thereto, which in the aggregate, together with moneys on deposit in the Escrow Fund, will be sufficient to pay principal of and interest on the Series 1980 Bonds.

"Series 1980 Bonds" means the Issuer's Pollution Control Revenue Bonds (Anthony Home Service & Building Maintenance, Inc. Project) identified in Sections 201 and 202 hereof.

"Series 1980 Note" means the promissory note of the Company delivered to the Trustee pursuant to the Agreement in order to evidence the obligation of the Company to pay amounts sufficient to pay the principal of and interest on the Series 1980 Bonds.

"Trustee" means Lincoln National Bank and Trust Company of Fort Wayne, and any successor trustee appointed pursuant to Section 1005 or 1008 hereof at the time serving as successor trustee hereunder.

All other terms used herein which are defined in the Agreement shall have the same meanings assigned them in the Agreement unless the context otherwise requires.

ARTICLE II

The Bonds

Section 201. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Series 1980 Bonds that may be issued is hereby expressly limited to \$2,300,000.

Section 202. The Series 1980 Bonds. There shall be issued and secured by this Indenture the Series 1980 Bonds to be designated "City of Fort Wayne, Indiana, Pollution Control Revenue Bonds (Anthony Home Service & Building Maintenance, Inc. Project) Small Business Series 1980". Such Bonds shall be issuable as coupon Bonds only in the denomination of \$5,000. Unless the Issuer shall otherwise direct, the Series 1980 Bonds shall be numbered separately from 1 upward.

The Series 1980 Bonds shall be dated February 1, 1980,

shall bear interest from such date, payable on August 1, 1980 and on each February 1 and August 1 thereafter, at the rate or rates and shall mature on the dates and in the principal amounts set forth in the following table:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1981		
1982		
1983		
1984		
1985		
1986		
1987		
1988		
1989		
1990		
1991		
1992		
1993		
1994		
1995		
2000		

Section 203. Place of Payment. The principal of and interest on the Bonds shall be payable (but only out of the sources hereinafter provided) in lawful money of the United States of America at the principal office of the Trustee in the City of Fort Wayne, Indiana. Payment of interest on the Series 1980 Bonds shall be made only upon presentation and surrender of the coupons representing such interest as the same respectively fall due.

Section 204. Execution; Limited Obligation. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or facsimile signature of its City Clerk, and shall have impressed or printed thereon the corporate seal of the Issuer or a facsimile of the corporate seal of the Issuer. Any such facsimile signature shall have the same force and effect as if said Mayor or City Clerk, as the case may be, had manually signed each of said Bonds. The coupons attached to the Bonds shall be executed by the facsimile signatures of said officers and such facsimile signatures shall have the same force and effect as if said officers had manually signed each of said coupons.

In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds or coupons shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Loan Repayments derived pursuant to the Agreement, including payment on the Notes, (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the respective holders thereof only against the Bond Fund and other moneys held by the Trustee and the Loan Repayments which Loan Repayments shall be used for no other purpose than to pay the principal of and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture and the Agreement. The Bonds and the interest coupons appertaining to the Bonds shall not now and shall never constitute an indebtedness of the Issuer or a charge against its general credit or an indebtedness of the United States of America or any agency thereof or a charge against the general credit of the United States of America.

All covenants, stipulations, obligations and agreements of the Issuer contained in this Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent permitted by the Constitution and laws of Indiana. No covenant, stipulation, obligation, or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Issuer or the SBA in his individual capacity. No officer, agent or employee of the Issuer or the SBA shall incur any personal liability in acting or proceeding or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Indenture.

No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future officer or employee of the Issuer or the SBA, or any officer or member of any successor corporation or agency, as such, either directly or through the Issuer or the SBA or any successor corporation or agency, under any rule of law or equity, statute

or constitution or by the enforcement of any assessment or penalty or otherwise. Nor shall such recourse be had against any banking institution which, as a sponsor (as such term is defined in the SBA Rules and Regulations, 13 CFR 111.3) or otherwise, assisted in the preparation of the application of the Company for the SBA Guarantee. All such liability of any such incorporator, officers, directors, members or such banking institutions as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

Section 205. Authentication. Neither any Bond nor any coupon appertaining to any Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. Before authenticating or delivering any coupon Bonds, the Trustee shall detach and cancel all matured coupons not in default, if any, appertaining thereto, and such cancelled coupons shall be cremated or otherwise destroyed by the Trustee. The Trustee shall provide the Issuer and the Company with a certificate certifying such cremation or other destruction.

Section 206. Form of Bonds: Temporary Bonds. The Bonds issued under this Indenture and the coupons attached to the Bonds shall be substantially in the forms hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by the Indenture.

Bonds of any series may be initially issued in temporary form exchangeable for definitive Bonds of the same series when ready for delivery. The temporary Bonds shall be of such denomination or denominations, without coupons, as may be determined by the Issuer, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Issuer and be authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Issuer issues temporary Bonds it will execute and furnish

definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation in exchange therefor at the principal office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive coupon Bonds of the same series and maturity of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 207. Delivery of Series 1980 Bonds: Additional Bonds. Subsequent to the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Series 1980 Bonds in the aggregate principal amount of \$2,300,000 and deliver them to or upon the order of the Issuer as hereinafter provided in this Section 207.

Prior to the delivery by the Trustee of any of the Series 1980 Bonds there shall be filed with the Trustee:

1. A copy, duly certified by the City Clerk of the Issuer of the ordinance duly adopted by the Issuer authorizing the execution and delivery of the Agreement and this Indenture and the issuance of the Series 1980 Bonds.
2. Original executed counterparts of the Agreement, the Series 1980 Note, and this Indenture.
3. A request and authorization to the Trustee from the Issuer, signed by the Mayor and City Clerk of the Issuer and approved in writing by the Company to authenticate and deliver the Series 1980 Bonds in the aggregate principal amount of \$2,300,000 to the Issuer or to the persons therein identified upon payment to the Issuer of a sum equal to the purchase price thereof plus accrued interest thereon to the date of delivery. Such proceeds shall be paid over to the Trustee and deposited to the credit of the Bond Fund, the Escrow Fund and the Construction Fund as provided under Article VI hereof.

4. An opinion of Bond Counsel to the effect that the interest on the Series 1980 Bonds will be excludable from the gross income of the recipients thereof for Federal income tax purposes except with respect to the interest on any Bond for any period during which such Bond is held by a person who is a substantial user of the Project or any person considered to be related to such person (within the meaning of Section 103(b) of the Code).

5. The certificates and opinions required to be furnished as closing conditions by Bond Counsel.

6. A copy of the SBA Guarantee executed by the proper officers of the SBA, including an opinion of Counsel for the SBA.

Additional Bonds may be issued for the purposes set forth in Section 3.2 of the Agreement. If it is determined by the Company that improvements (as defined in Section 3.2 of the Agreement) are desired, the Company may file with the Issuer and the Trustee an estimate indicating the total costs of the proposed improvements.

Thereupon the Issuer and the Company may from time to time agree upon and approve the issuance and delivery of Additional Bonds in such amounts as shall be determined by said parties; provided, however, that no Additional Bonds may be issued if the issuance thereof would result in interest on the Bonds then outstanding becoming includible in the gross income of the recipients thereof for Federal income tax purposes. All Additional Bonds shall be secured by the lien of this Indenture and rank pari passu with the Series 1980 Bonds, and shall bear such date or dates, bear such interest rate or rates, have such maturity dates, redemption dates and be issued at such prices as shall be approved in writing by the Issuer and the Company.

Upon the execution and delivery in each instance of appropriate supplements to this Indenture and the Agreement, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, such Additional Bonds and deliver them to the purchasers as may be directed by the Issuer, as hereinafter provided in this Section 207. Prior to the delivery by the Trustee of any such Additional Bonds there shall be filed with the Trustee:

1. A written statement by the Company approving (a) the issuance and delivery of such Additional Bonds and agreeing that the amounts payable under Section 4.2(a)(1) of the Agreement shall be computed so as to include such Additional Bonds to the same extent as is therein provided with respect to the Series 1980 Bonds and (b) any other matters to be approved by the Company pursuant to Section 3.2 of the Agreement and this Section 207.

2. The Additional Note or Notes executed by the Company.

3. A copy, duly certified by the City Clerk of the Issuer, of the ordinance duly adopted by the Issuer authorizing the execution and delivery of such supplements to this Indenture and the Agreement and the issuance of such Additional Bonds.

4. A copy of the Additional SBA Guarantee executed by the proper officers of the SBA, including an opinion of Counsel for the SBA.

5. A request and authorization to the Trustee on behalf of the Issuer and signed by the Mayor and City Clerk of the Issuer and approved in writing by the Company to authenticate and deliver such Additional Bonds to the purchasers therein identified upon payment to the Issuer of a sum specified in such request and authorization plus accrued interest thereon to the date of delivery. Such proceeds shall be paid over to the Trustee and deposited to the credit of the Bond Fund, the Escrow Fund and the Construction Fund as hereinafter provided under Article V and VI hereof.

6. An opinion of Bond Counsel to the effect that the issuance and sale of the Additional Bonds will not result in interest on the Bonds then outstanding becoming includible in the gross income of the recipients thereof for Federal income tax purposes and to the effect that interest on the Additional Bonds will be excludable from the gross income of the recipients thereof for Federal income tax purposes, with appropriate exceptions in each opinion with respect to interest on any Bond for any period during which such Bond is held by a person who is a substantial user of the Project or any person

considered to be related to such person (within the meaning of Section 103(b) of the Code) and, if deemed necessary by such counsel, a ruling from the Internal Revenue Service to such effect certified by the City Clerk of the Issuer.

Notwithstanding the foregoing, no Additional Bonds may be issued without the prior written consent of the SBA.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds or Coupons. In the event any Bond is mutilated, lost, stolen or destroyed, upon the written request of the Trustee, the Issuer shall execute and the Trustee shall authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed (which new Bond shall have attached thereto coupons corresponding in all respects to those, if any, on the Bonds mutilated, lost, stolen or destroyed), and in the event any coupon is mutilated, lost, stolen or destroyed, the Issuer may execute a new coupon corresponding in all respects to that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated coupon or Bond, such mutilated coupon or Bond together with all coupons (if any) appertaining thereto shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed coupon or Bond, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such mutilated Bond or coupon shall have matured, instead of issuing a duplicate Bond or coupon the Issuer may pay the same without surrender thereof. The Issuer and the Trustee may charge the holder or owner of such Bond or coupon with their reasonable fees and expenses in this connection. The Trustee shall so inform the Company that such Bond or Bonds or coupons are being replaced.

Every substitute Bond and coupon issued pursuant to the provisions of this Section 208 by virtue of the fact that any Bond is lost, stolen or destroyed, shall constitute an additional contractual obligation of the Issuer, whether or not the lost, stolen or destroyed Bond and coupon or coupons (if any) appertaining thereto shall be at any time enforceable, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds and coupons duly issued hereunder. All Bonds and coupons shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, stolen or

destroyed Bonds or coupons, and shall preclude any and all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted other than any supplemental indentures of the Issuer hereafter entered into to the contrary with respect to replacement or payment of negotiable instruments or other securities without their surrender.

Section 209. Persons Treated as Owners. Title to any coupon Bond and to any interest coupon shall pass by delivery. The Issuer and the Trustee may deem and treat the bearer of any Bond, and the bearer of any coupon appertaining to any Bond, as the absolute owner of such Bond or coupon, as the case may be, whether such Bond or coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

ARTICLE III

Redemption of Bonds Before Maturity

Section 301. Redemption Dates and Prices. The Series 1980 Bonds shall be redeemed as provided in the form of the Series 1980 Bond hereinbefore set forth.

Series 1980 Bonds shall be called for redemption by the Trustee as herein provided upon receipt by the Trustee, at least sixty days prior to the redemption date in the case of any optional redemption, and on or before the redemption date in case of any mandatory redemption, of a corresponding prepayment of the Series 1980 Note made in accordance with the provisions of the Agreement. Such prepayment shall be accompanied by a written notice from the Authorized Company Representative specifying the principal amount of the Bonds so to be called for redemption and the provision or provisions above specified pursuant to which such Bonds are to be called for redemption. Upon any redemption of all outstanding Bonds the Trustee will transfer all moneys into the Bond Fund from the Escrow Fund and the Construction Fund.

Section 302. Notice of Redemption. Notice of the call for any redemption of Bonds pursuant to Section 301 hereof, identifying the Bonds to be redeemed, shall be given by publication at least twice in Authorized Newspapers, the first of which shall be published not more than sixty and not less than thirty days prior to the redemption date. All Bonds so called for redemption will cease to bear interest on the

specified redemption date, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment at that time.

Section 303. Cancellation. All Bonds which have been redeemed shall be cancelled and cremated or otherwise destroyed by the Trustee together with the unmatured coupons appertaining thereto and shall not be reissued and a counterpart of the certificate of cremation or other destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the Issuer and the Company.

Section 304. Unpaid Coupons. Subject to the provisions of Section 506 hereof, all unpaid interest coupons which appertain to Bonds so called for redemption and which shall have become payable on or prior to the date fixed for redemption shall continue to be payable to the bearers thereof severally and respectively upon the presentation and surrender of such coupons as provided in Section 203.

Section 305. Sinking Fund. As and for a sinking fund for the redemption of the Series 1980 Bonds, the Issuer shall cause to be deposited in the Bond Fund solely from the Loan Repayments and other amounts derived from the Agreement on or before 11 o'clock a.m. (Fort Wayne, Indiana, time), on February 1, 1996, and on or before 11 o'clock a.m. (Fort Wayne, Indiana, time) on each February 1 thereafter to and including February 1, 1999, a sum which together with other moneys available therefor in the Bond Fund is sufficient to redeem (after credit as provided below) the following principal amount of Series 1980 Bonds:

<u>Year</u>	<u>Principal Amount</u>
1996	
1997	
1998	
1999	

On or before the forty-fifth day prior to the sinking fund payment date, the Trustee shall proceed to select for redemption (by lot in such manner as the Trustee may designate) from all the outstanding Series 1980 Bonds, a principal amount of such Bonds equal to the aggregate principal amount of such Bonds redeemable with the required sinking fund payment, and

shall call such Series 1980 Bonds for redemption from the sinking fund on such February 1 and give notice of such call.

ARTICLE IV

General Covenants

Section 401. Payment of Principal and Interest.

Subject to Section 204 hereof, the Issuer covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds and in the coupons appertaining to the Bonds according to the true intent and meaning thereof.

Section 402. Performance of Covenants; Authority.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all of its proceedings pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Indiana, including particularly and without limitation the Act, to execute and deliver this Indenture, to issue the Bonds authorized hereby, and to pledge and assign the Notes, the SBA Guarantee and the revenues and receipts hereby pledged and assigned in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken (or if Additional Bonds are issued pursuant to Section 207 hereof will be duly taken as provided therein), and that the Bonds in the hands of the holders thereof and the coupons appertaining to the Bonds in the hands of the bearers thereof are and will be valid and enforceable obligations of the Issuer in accordance with their terms.

Section 403. Instruments of Further Assurance.

The Issuer covenants that it will execute, acknowledge and deliver such indentures supplemental hereto and such further instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, pledging, and assigning unto the Trustee the rights of the Issuer in and to the Notes and the revenues and receipts hereby assigned and pledged to the payment of the principal of and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage or encumber the Agreement, the revenues and receipts derived from the Agreement, the Notes or its rights under the SBA

Guarantee.

Promptly after any filing, recording, re-filing or re-recording of any financing statement or instrument of similar character or any instrument of further assurance which is required pursuant to the preceding paragraph, the Issuer will cause the Company to deliver to the Trustee an opinion of Counsel to the effect that such filing, recording, re-filing, or re-recording has been duly accomplished and setting forth the particulars thereof.

The Issuer shall be entitled to reimbursement from the Company for any action taken pursuant to this Section.

Section 404. Payment of Taxes, Charges, Insurance. etc. The Company in the Agreement has covenanted to maintain certain insurance and pay all lawful taxes, assessments and charges at any time levied or assessed against or with respect to the Agreement, the revenues derived therefrom, the Notes or the SBA Guarantee.

Section 405. Recordation of Security Instruments. The Issuer shall cause such financing statements and other security instruments as may be required to be recorded and filed at the time of the issuance of the Bonds and, at any time or times thereafter as may be requested in writing from time to time by the Trustee or the Company, all in such manner and in such places as may be required by law in order to fully preserve and protect the security of the holders of the Bonds and the bearers of the coupons appertaining thereto and the rights of the Trustee hereunder and to perfect the security interest created by this Indenture.

Section 406. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate; provided that such inspection shall be reasonably related to a legitimate purpose.

Section 407. Rights Under Agreement, Notes and SBA Guarantee. The Issuer covenants and agrees that it shall enforce all of its rights and all of the obligations of the Company under the Agreement and the Notes, and of the SBA under the SBA Guarantee to protect the rights of the Trustee hereunder with respect to the assignment and pledge of the revenues and

receipts coming due under the Agreement, the Notes and the SBA Guarantee.

Section 408. Designation of Additional Paying Agents.

The Issuer hereby authorizes the Trustee to cause the necessary arrangements to be made for the designation of additional paying agents and to make available a sufficient portion of the funds pledged hereunder for the payment of such of the Bonds and coupons appertaining thereto as shall be presented when due at the principal office of the Trustee, or its successors in trust hereunder, or at the principal office of said additional paying agents.

Section 409. List of Bondholders.

To the extent that such information shall be made known to the Trustee under the terms of this Section, it will keep on file at its principal office a list of names and addresses of the last known holders of all Bonds payable to bearer and believed to be held by each of such last known holders. Any Bondholder may request that his name and address be placed on said list by filing a written request with the Trustee, which request shall include a statement of the principal amount of Bonds held by such holder and the numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by the holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

ARTICLE V

Revenues and Funds

Section 501. Source of Payment of Bonds.

The Bonds and all payments required of the Issuer hereunder are not general obligations of the Issuer but are limited obligations as described in Section 204 hereof.

Section 502. Creation of the Bond Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Fort Wayne, Indiana Bond Fund, Anthony Home Service & Building Maintenance, Inc. Project" (which is referred to herein as the "Bond Fund"), which shall be used to pay the principal of and the interest

on the Bonds.

Section 503. Payments into the Bond Fund. There shall be deposited into the Bond Fund the amounts required by Section 601 hereof. In addition, there shall be deposited into the Bond Fund, as and when received, (a) any amount remaining in the Construction Fund to the extent provided in Section 3.3(j) of the Agreement except for such amounts as shall, at the direction of the Company, be used by the Trustee for the purchase of Bonds in the open market or directly from any holder thereof, or from the Company for the purpose of cancellation, at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase; (b) all Loan Repayments; (c) any interest due and payable on the Bonds; (d) any payments made by the SBA under the SBA Guarantee; and (e) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

All funds in the Bond Fund and the Escrow Fund are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds, and these funds shall not be used for any other purpose while any of the Bonds remain outstanding. Said pledge shall constitute a first and exclusive lien on these funds for the payment of the Bonds in accordance with the terms thereof.

The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be deposited, in the Bond Fund sufficient sums from revenues and receipts derived from the Agreement and the Notes promptly to meet and pay the principal of and interest on the Bonds as the same become due and payable. The Issuer further covenants and agrees that should there be a default under the Agreement, the Issuer shall fully cooperate with the Trustee and with the Bondholders to the end of fully protecting the rights and security of the Bondholders and the bearers of the coupons appertaining to the Bonds. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any source other than funds and revenues derived from the Agreement and the Notes.

Section 504. Use of Moneys in the Bond Fund. Except as provided in Section 509 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bonds and for the redemption of the Bonds at or prior to maturity pursuant to Article III hereof. Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds outstanding hereunder, the Issuer covenants and agrees to take and cause to be taken the necessary steps to redeem all of the Bonds on the next succeeding redemption date for which the required redemption notice may be given.

Section 505. Custody of the Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Trustee and to any paying agents for the purpose of paying said principal and interest.

Section 506. Non-Presentation of Bonds or Coupons. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, or in the event any coupon shall not be presented for payment at the due date thereof, if moneys sufficient to pay such Bond or coupon shall have been deposited in the Bond Fund, all liability of the Issuer to the holder thereof for the payment of such Bond or coupon, as the case may be, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the holder of such Bond or coupon, as the case may be, who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond or coupon.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds and coupons, if any, within five years after the date on which the same shall have become due shall be repaid by the Trustee to the Company upon the direction of the Company or the Issuer and thereafter Bondholders shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money; provided,

however, that the Trustee, if any Bonds are at the time outstanding, before being required to make any such repayment may, at the expense of the Company, give notice by publication at least once in each of two successive calendar weeks, on any day of each such weeks, in Authorized Newspapers, stating that such moneys have not been so applied and after a date specified therein any unclaimed balance of said moneys then remaining will be repaid to the Company.

Section 507. Trustee's and Paying Agent's Fees, Charges and Expenses. The Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all fees, charges and expenses of the Trustee and any paying agents as provided in the Agreement and in this Indenture. It is further understood and agreed that the initial or acceptance fees of the Trustee and the fees, charges and expenses of the Trustee and paying agents referred to in the preceding sentence which become due prior to the time the Company begins to pay the same, may, upon presentation of a proper requisition therefor pursuant to the provisions of Section 3.3 of the Agreement, be paid to the Trustee from the Construction Fund as and when the same shall become due.

Section 508. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for account of the Bond Fund, Escrow Fund or the Construction Fund under any provision of this Indenture shall be held by the Trustee in trust for the purposes herein specified.

Section 509. Repayment to the Company from the Bond Fund. Any amounts remaining in the Bond Fund after payment in full of the principal of and interest on the Bonds (or provision for payment thereof as provided in Article VIII hereof), the fees, charges and expenses of the Issuer, the Trustee and any paying agent and all other amounts required to be paid under the Agreement and this Indenture shall be paid to the Company upon the expiration or sooner termination of the term of the Agreement, as provided in Section 8.6 of the Agreement.

Section 510. Creation of the Escrow Fund. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Fort Wayne, Indiana Escrow Fund, Anthony Home Service & Building Maintenance, Inc. Project" (which is referred to herein as the "Escrow Fund"). From the proceeds of the sale of the Series 1980 Bonds, there

shall be deposited in the Escrow Fund hereby created a sum equal to three months' Loan Repayments on the Series 1980 Note and from the proceeds of the sale of each series of Additional Bonds there shall be deposited in the Escrow Fund a sum equal to at least three months' Loan Repayments on the Additional Notes issued in connection with such Additional Bonds. The amount held in the Escrow Fund shall (without the necessity of any direction from the Issuer) be used by the Trustee solely:

(a) to directly and immediately meet any payments required to be made into the Bond Fund by the Company on the Notes and under the provisions of Section 4.2(a)(i) of the Agreement accruing in any month for which the Company is in default under that section of the Agreement, or

(b) as part of a redemption or payment of all Bonds then outstanding hereunder to the extent that moneys hereunder available for the purpose (together with interest on such moneys) will be sufficient for such purpose.

To the extent that any moneys are withdrawn from the Escrow Fund under subsection (a) above the Company has covenanted and agreed in Section 4.2(c) of the Agreement to replenish such Fund so that the funds in such Fund equal three months' Loan Repayments. If all moneys in the Escrow Fund are exhausted to make payments under subsection (a) above and the Company has failed to replenish such Fund, the Trustee has covenanted in Section 911 hereof to immediately so notify the SBA and file a claim for payment on the SBA Guarantee.

ARTICLE VI

Custody and Application of Proceeds of Bonds

Section 601. Deposits in the Bond Fund. From the proceeds of the sale of each series of Bonds, there shall be deposited in the Bond Fund a sum equal to the accrued interest received by the Issuer upon the sale of such Bonds which amount shall be used to pay interest on such series of Bonds, plus an amount, if any, designated by the Issuer as capitalized interest thereon.

Section 602. Construction Fund; Disbursements. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated "City of Fort Wayne, Indiana Construction Fund, Anthony Home Service & Building Maintenance, Inc. Project" (which is referred to herein as the "Construction Fund"). The balance of the proceeds received by the Issuer upon the sale of Bonds remaining after the deductions provided by Sections 510 and 601 hereof have been made shall be deposited in the Construction Fund. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.3 thereof and the Trustee hereby covenants and agrees to disburse such money in accordance with such provisions.

The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in Section 603, the Trustee shall file an accounting thereof with the Issuer and with the Company.

Section 603. Completion of the Project. The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of (i) the certificate of the Authorized Company Representative required by the provisions of Section 3.4 of the Agreement and (ii) a certificate signed by the Authorized Company Representative, which certificate shall state that all obligations and costs in connection with the Project and payable out of the Construction Fund have been paid and discharged except for amounts retained by the Trustee with the approval of the Company and the Issuer for the payment of costs of the Project not then due and payable as provided in the Agreement. As soon as practicable, and in any event within sixty days from the date of the certificate referred to in clause (ii) of the preceding sentence, any balance remaining in the Construction Fund (other than the amounts retained by the Trustee referred to in the preceding sentence) shall without further authorization be deposited in the Bond Fund by the Trustee with advice to the Issuer and to the Company of such action unless the Company shall have directed the Trustee to purchase Bonds for the purpose of cancellation in accordance with Section 3.3(j) of the Agreement and provided that in no event shall the amount of money so deposited in the Bond Fund equal or exceed an amount the transfer of which, in the opinion of Bond Counsel selected by the Company and satisfactory to the Trustee and the Issuer, will, under applicable statutes and regulations, affect the

exemption from Federal income tax of the interest on any outstanding Bonds.

ARTICLE VII

Investments

Section 701. Investment of Construction Fund Moneys.

Any moneys held as part of the Construction Fund shall, at the written request of the Authorized Company Representative, be invested or reinvested by the Trustee in accordance with the provisions of Section 3.7 of the Agreement. The said written request shall specify the issuer or obligor, the principal amount, maturity date and interest rate of such investment and the provision of Section 3.7 of the Agreement which permits such investment. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Construction Fund and the interest accruing thereon and any profit realized from such investments shall be credited to the Construction Fund and used as provided in the Agreement. Any loss resulting from such investments shall be charged to the Construction Fund.

Section 702. Investment of Bond Fund and Escrow Fund Moneys.

Any moneys held as part of the Bond Fund or the Escrow Fund shall, at the written request of the Authorized Company Representative, be invested or reinvested by the Trustee in accordance with the provisions of Section 3.7 of the Agreement. The said written request shall specify the issuer or obligor, the principal amount, maturity date and interest rate of such investment. Notwithstanding the foregoing, if the SBA submits written instructions to the Trustee stipulating the securities in which Escrow Fund moneys shall be invested, such Escrow Fund investments shall be made as set forth in such written instructions, provided such securities are not other than those described in Section 3.7 of the Agreement. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Bond Fund or the Escrow Fund, as the case may be. Any loss resulting from such investments shall be charged to such fund. Although the moneys in the Bond Fund and the Escrow Fund will be invested and reinvested, the only benefit accruing to the Issuer from such investment is the production of funds for the prompt payment of the principal of and interest on the Bonds when due.

If at any time after the third anniversary of the date of issuance of the Series 1980 Bonds the aggregate amount

of moneys held by the Trustee in the Bond Fund, the Construction Fund and the Escrow Fund equals or exceeds the Unrestricted Portion (as hereinafter defined), all such excess moneys (hereinafter called the "Restricted Portion") shall be segregated by the Trustee and shall not be invested at a yield greater than the yield on the Series 1980 Bonds, as determined in accordance with the regulations promulgated or proposed under Section 103(c) of the Code. The Restricted Portion shall remain a part of the Bond Fund, Construction Fund or Escrow Fund, as the case may be, and to the extent payments are made out of any such Fund, they shall be made first from the Restricted Portion. As used herein the term "Unrestricted Portion" means \$_____.

Section 703. Investments through Trustee's Bond Department. The Trustee may make any and all investments permitted by the provisions of Sections 701 and 702 hereof through its own bond department. The Trustee covenants that none of the moneys held under this Indenture will be used in any manner which would result in the Bonds being classified as "arbitrage bonds" within the meaning of Section 103(c)(2) of the Code or any regulations promulgated or proposed thereunder. The Trustee may follow the advice or direction of Bond Counsel as to compliance with the preceding sentence.

Upon the written request of the Company, the Trustee shall confirm in writing any investment made with the moneys in the Construction Fund or the Bond Fund or the Escrow Fund. The Trustee shall answer all reasonable inquiries from the Company and the Issuer as to the status of moneys in each of such Funds.

ARTICLE VIII

Discharge of Indenture

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the holders of the Bonds and coupons appertaining thereto the principal and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, and shall pay or cause to be paid to the Trustee and any paying agent all sums of money due or to become due according to the provisions hereof, then these presents and the estate and rights

hereby granted shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien hereof, and release, assign and deliver unto the Issuer any and all of the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture, except amounts in the Bond Fund required to be paid to the Company under Section 509 hereof and except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Article when payment of the principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment and/or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any paying agent pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until (1) proper notice of redemption of such Bonds shall have been previously given in accordance with Article III hereof or in the event said Bonds are not immediately redeemable, until the Company shall have given the Trustee on behalf of the Issuer, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the holders of the Bonds and the holders of the coupons appertaining to the Bonds, in accordance with Article III hereof, that the deposit required by (ii) above has been made with the Trustee and that said Bonds and coupons are deemed to have been paid and stating such maturity or redemption date

upon which moneys are to be available for the payment of the principal on said Bonds or (2) the maturity of such Bonds.

Any moneys so deposited with the Trustee as provided in this section may at the direction of the Company also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund.

The Issuer, to the extent it shall have any control over such deposit, and the Trustee hereby severally covenant that no deposit will be made or accepted hereunder or no use made of any such deposit which would cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 103(c)(2) of the Internal Revenue Code of 1954, as amended.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys and Governmental Obligations have been so set aside in trust.

Anything in Article XI hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article VIII shall be made without the consent of the holder of each Bond affected thereby.

ARTICLE IX

Default Provisions and Remedies of Trustee and Bondholders

Section 901. Defaults: Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "event of default":

(a) Failure to make due and punctual payment of any installment of interest upon any Bond when the same shall become due and payable;

(b) Failure to make due and punctual payment of the principal of any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof.

(c) Failure by either the Company or the Issuer to observe and perform its covenants under Section 5.7 of the Agreement.

(d) The occurrence of any other event of default under the Agreement.

All remedies provided for herein shall be available only to the extent they are not prohibited by the Act, other Indiana laws or Indiana court decisions.

Section 902. Acceleration. Subject to the last sentence of this paragraph, upon the occurrence of an event of default identified in (a), (b) or (c) of Section 901, and so long as such event is continuing, the Trustee may, and upon the written request of the holders of not less than 25% in aggregate principal amount of Bonds then outstanding shall, by notice in writing delivered to the Company with copies of such notice being sent to the Issuer and the SBA, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. However, in no other circumstances shall the Trustee have the right to so declare. Upon any such declaration the Notes shall become immediately due and payable in accordance with Section 6.2 of the Agreement. Notwithstanding the foregoing, no right under this paragraph may be exercised by the Trustee without the prior written request or approval of the SBA if the SBA is not then in default under the SBA Guarantee

and so long as the SBA is not so in default the SBA shall have the right to direct the Trustee to exercise the remedy set forth in this paragraph.

Section 903. Remedies: Rights of Bondholders. Upon the occurrence and continuance of an event of default the Trustee, on behalf of the Bondholders, may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth and of the SBA as set forth in the SBA Guarantee. In addition, the Trustee may, without notice to the Issuer or the Company, exercise any and all remedies afforded the Issuer under Article VI of the Agreement in its name or the name of the Issuer without the necessity of joining the Issuer.

If an event of default shall have occurred and be continuing and if requested so to do by the holders of not less than 25% in aggregate principal amount of Bonds then outstanding and if indemnified as provided in Section 1001 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Section as the Trustee shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Notwithstanding the foregoing, no right under this

section may be exercised by the Trustee, on behalf of the Bondholders, without the prior written request or approval of the SBA if the SBA is not then in default under the SBA Guarantee. So long as the SBA is not so in default the SBA shall have the right to direct the Trustee to exercise the remedies set forth in this Section.

Section 904. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding (except the final sentence of this Section 904), the holders of not less than twenty-five per cent (25%) in aggregate principal amount of Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture. The rights of the Bondholders under this Section are subject to the rights of the SBA under Sections 902 and 903 of this Indenture.

Section 905. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article (except for the provisions of Section 911 hereof) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds and coupons, without preference or priority of any kind, ratably, according to the amounts due and payable on such Bonds and coupons for principal and interest, respectively, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall, subject to the provisions of this Article, be applied at such times, and from time to time, as the Trustee shall determine. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall

give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the holder of any Bond or coupon until such coupon or such Bond and all unmatured coupons, if any, appertaining to such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section 905 and all expenses and charges of the Trustee and any paying agents have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in Section 509 hereof, except to the extent unreimbursed moneys have been paid by the SBA in which event and to such extent any such balance shall be paid to the SBA.

Section 906. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds or coupons may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds or coupons, and any recovery of judgment shall be for the equal benefit of the holders of the Bonds and coupons.

Section 907. Rights and Remedies of Bondholders. No holder of any Bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 1001, or of which by said subsection it is deemed to have notice, (ii) such default shall have become an event of default, (iii) the holders of not less than twenty-five per cent (25%) in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee, shall have offered reasonable opportunity either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in Section 1001, and (iv) the Trustee shall thereafter fail or refuse to exercise the powers herein granted, or to institute such action, suit or proceeding in its own name.

No one or more holders of the Bonds or coupons shall have any right in any manner whatsoever to enforce any right hereunder except in the manner herein provided; and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and subject to the rights of the SBA as herein provided, and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof.

Section 908. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company, the Bondholders and the Trustee shall be restored to their former positions, rights and obligations hereunder and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 909. Waivers of Events of Default. With the prior written consent of the SBA the Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) a majority in aggregate principal amount of all the Bonds then outstanding in respect of which default in the payment of principal and/or interest exists, or (2) a majority in aggregate principal amount of all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds when due (whether at maturity or upon redemption) or (b) any event of default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest and all arrears of principal when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for. In the case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, Trustee and the Bondholders shall be restored

to their former positions, rights and obligations hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Indenture shall be in writing and a copy thereof shall be delivered to the Issuer.

Section 910. Opportunity of the Company to Cure Defaults. The Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation alleged in the notice to be given to the Company in Section 1003 hereof not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Section 911. Trustee Duties with Respect to SBA. The Trustee agrees that it will file written notice of an event of default by the Company under the Agreement, within 30 days after the occurrence of such event of default, simultaneously with the SBA, the Company and the Issuer.

Upon exhaustion of all moneys in the Escrow Fund to make payments into the Bond Fund pursuant to Section 510(a) hereof, the Trustee agrees to immediately so notify the SBA and file a claim for payment on the SBA Guarantee. The Trustee shall file no such claim with the SBA until all moneys in the Escrow Fund have been exhausted.

If so requested by the SBA, the Trustee will act, or appoint a commercial bank acceptable to the SBA to act, as the SBA's agent for collection as subrogee to the Issuer under the Agreement.

The Trustee agrees that, upon payment by the SBA of any amounts under the SBA Guarantee, and upon the request of the SBA, but only to the extent of any such payment, it will assign to the SBA such portion of its rights to receive payments under Section 4.2(a)(1)(1) of the Agreement to permit the SBA to succeed to its interest to the extent of such payments. The Trustee will deposit any amounts received by it under the SBA Guarantee in the Bond Fund.

Section 912. Right of SBA to Name Successor to Company Under the Agreement. The Trustee and the Issuer agree that upon the occurrence of an event of default by the Company under the Agreement, and so long as the SBA is not in default under

the SBA Guarantee, the Trustee and the Issuer shall accept any successor named by the SBA to the rights, duties and obligations of the Company under the Agreement.

ARTICLE X

The Trustee

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, represents and covenants that it is fully empowered under applicable laws and regulations to accept said trusts, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified in (1) below, and shall be entitled to advice of attorneys concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney including the attorney or attorneys for the Issuer, but not the attorney or attorneys for the Company. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the certificate of authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture, or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. The Trustee shall not be responsible or liable for any loss suffered in connection with

any investment of funds made by it in accordance with Article VII hereof.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds and coupons with the same rights which it would have if it were not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, resolution, consent, certificate, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Authorized Issuer Representative or on behalf of the SBA by the Authorized SBA Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate signed on behalf of the Issuer by the Authorized Issuer Representative to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article V unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five per cent (25%) in aggregate principal amount of all Bonds then outstanding.

(h) At any and all reasonable times the Trustee and the SBA, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the Project including all books, papers and records of the Issuer and the Trustee pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired subject to the provisions of Section 5.2 of the Agreement.

(i) The Trustee shall not be required to give any bonds or surety in respect of the execution of its trusts and powers hereunder.

(j) Before taking any action under Article IX hereof or this Section 1001 at the request or direction of the Bondholders, the Trustee may require that a satisfactory indemnity bond be furnished by the Bondholders for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the negligence or willful default in connection with any action so taken or failure to take any action required to be taken.

(k) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder except as herein provided.

(l) If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(m) The Trustee shall file with the Issuer a copy of any statements that it delivers to the Company with respect to the investment of any funds held under this Indenture.

Section 1002. Fees, Charges and Expenses of Trustee.

The Trustee shall be entitled to payment and/or reimbursement reasonable fees for its Ordinary Services rendered hereunder and all advances, counsel fees and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, in the event that it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, from the Company, and to reimbursement from the Company for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by the neglect or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement from the Company for the reasonable fees and charges of the Trustee as paying agent for the Bonds and coupons. Upon the occurrence of an event of default and during its continuance, the Trustee shall have a first lien upon all moneys in its possession with the exception of moneys in the Bond Fund and Escrow Fund under any provisions hereof for the foregoing advances, fees, costs and expenses incurred.

Section 1003. Notice to Company If Default Occurs.

If a default occurs hereunder of which the Trustee is given or is required to take notice under Section 1001(g) hereof, the Trustee shall give written notice thereof by mail to the Company, but failure to give such notice shall not prevent the occurrence of an event of default hereunder or under the Agreement.

Section 1004. Intervention by Trustee.

In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 1001(l), shall do so if requested in writing by the holders of a majority in aggregate principal amount of all Bonds then outstanding. Nothing in this Section 1004 shall be construed so as to diminish the enforceability by the Issuer of its remedies under Section 6.2(c) of the Agreement.

Section 1005. Successor Trustee.

Any corporation or association into which the Trustee may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument on the part of any of the parties hereto.

Section 1006. Resignation by the Trustee.

The Trustee may at any time resign from the trusts hereby created by giving sixty days' written notice to the Issuer, the Company and to the SBA and to each holder of Bonds as shown by the list of Bondholders required in Section 409 to be kept by the Trustee, and such resignation shall take effect at the appointment of a successor Trustee pursuant to the provisions of Section 1008 hereof and acceptance by the successor Trustee of such trusts. If no successor Trustee shall have been so appointed and have accepted appointment within sixty (60) days of the giving of written notice by the resigning Trustee as aforesaid, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1007. Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, and the Company and signed by the holders of a majority in aggregate principal amount of Bonds then outstanding.

Section 1008. Appointment of Successor Trustee.
In case the Trustee hereunder shall:

- (a) resign pursuant to Section 1006 hereof;
- or
- (b) be removed pursuant to Section 1007 hereof;
- (c) be dissolved, taken under the control of any public officer or officers or of a receiver appointed by a court, or otherwise become incapable of acting hereunder,

a successor shall be appointed by the Issuer with the written consent (which shall not be unreasonably withheld) of the Company and the SBA; provided, that if a successor Trustee is not so appointed within ten days after notice of resignation is mailed or instrument of removal is delivered as provided under Sections 1006 and 1007 hereof, respectively, or within ten days of Issuer's knowledge of any of the events specified in (c) hereinabove, then the holders of a majority in aggregate principal amount of Bonds then outstanding by an instrument or concurrent instruments in writing signed by or on behalf of such holders may, with the approval of the SBA, designate a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing, within or outside the State of Indiana having a reported capital and surplus of not less than \$50,000,000 and willing to accept the trusteeship under the terms and conditions of this Indenture.

In case at any time the Trustee shall resign and no appointment of a Successor Trustee shall be made pursuant to the foregoing provisions of this Article X prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the holder of any Bond or the resigning Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Section 1009. Concerning Any Successor Trustees.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. Each successor Trustee shall obtain from the SBA a written consent to the assignment of the SBA Guarantee to such successor Trustee.

Section 1010. Status Reports to the SBA.

The Trustee shall submit annually, within 30 days of the anniversary date of the issue date of the Bonds, a status report to the SBA on the form from time to time proposed by the SBA. Such status report should indicate the then current condition of the Company's outstanding obligation. If the Company is in default under the Agreement or the Note, and for so long as such default exists, the Trustee shall submit the aforementioned status report to SBA on a monthly basis.

The Trustee shall forward to the SBA, within 30 days of receipt thereof, a copy of financial statements received from the Company in accordance with Section 5.6 of the Agreement. If no such financial statements have been received by the Trustee within the past year, the Trustee shall so indicate on the status report it submits to the SBA.

ARTICLE XI

Supplemental Indentures

Section 1101. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, but only with the prior written approval of the SBA, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To evidence the succession of a new Trustee or Paying Agent hereunder;

(d) To make any other change which in the judgment of the Trustee is not to the prejudice of the Bondholders;

(e) To issue Additional Bonds as provided in Section 207 hereof.

Section 1102. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 1101 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Company and the Issuer for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting (a) an extension of the stated maturity of, an extension of

the mandatory redemption date of, or reduction in the principal amount of, or reduction in the rate or extension of the time of payment of interest on any Bonds without the consent of the holders of all of the Bonds at the time outstanding, (b) the creation of any lien other than a lien ratably securing all of the Bonds at any time outstanding hereunder without the consent of the holders of all the Bonds at the time outstanding, (c) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture without the consent of the holders of all the Bonds at the time outstanding, (d) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee, without the written consent of the Trustee or (e) a privilege or priority of any Bond or Bonds over other Bond or Bonds.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such supplemental indenture to be published as shall be requested by the Issuer and in any event one time in Authorized Newspapers. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. If, within sixty days following the publication of such notice, the holders of 66-2/3% in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond or coupon shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof.

Notwithstanding the foregoing, prior written approval of the SBA is required for any amendment whatsoever.

Section 1103. Consent of Company to Supplemental Indentures. Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XI which affects any rights of the Company shall not become effective unless and until the Company shall have consented to the execution and delivery of such supplemental indenture; provided that receipt by the Trustee of the instrument referred to in

subparagraph 1 of the penultimate paragraph of Section 207 hereof, shall be deemed to be the consent of the Company to the execution of a supplemental indenture pursuant to Section 207 hereof. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture (other than a supplemental indenture proposed to be executed and delivered pursuant to Section 207 hereof) together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Company at least fifteen days prior to the proposed date of execution and delivery of any such supplemental indenture. The Company shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Company on or before the fifteenth day after the mailing of said notice and a copy of the proposed supplemental indenture.

ARTICLE XII

Amendment of Agreement and Note

Section 1201. Amendments, etc., to Agreement Not Requiring Consent of Bondholders. The Issuer and the Company may, with the written consent of the Trustee, but without the consent of or notice to the Bondholders, enter into any amendment, change or modification of the Agreement as may be required (i) by the provisions of the Agreement and this Indenture, (ii) for the purpose of curing any ambiguity, formal defect or formal omission, (iii) so as to more precisely identify the Project or substitute or add thereto additional property acquired with the proceeds of the Bonds, (iv) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the holders of the Bonds, and (v) in connection with the issuance of Additional Bonds under Section 207 hereof. With respect to any amendment to the Agreement made pursuant to clause (iv) of this Section, the Trustee may rely upon an opinion of counsel (but not counsel for the Company) that any such amendment is not to the prejudice of the Trustee or the holders of the Bonds.

Section 1202. Amendments, etc., to Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 1201 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement without the giving of notice and the obtaining of the approval or consent of the holders of at least 66-2/3% in aggregate principal amount of

the Bonds then outstanding given and obtained as provided in Section 1102. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the Trustee shall cause notice of such proposed amendment, change or modification to be published in the same manner as provided by Section 1102 hereof with respect to supplemental indentures. Such publication shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of the Trustee for inspection by all Bondholders. Nothing contained in this Section shall permit, or be construed as permitting a (i) reduction of the aggregate principal amount of Bonds the holders of which are required to consent to any amendment, change or modification of the Agreement without the consent of the holders of all of the Bonds then outstanding, (ii) or any decrease in the amount of any Loan Repayment or payment of accrued interest required to be made thereunder or any extension in the time of payment thereof.

Section 1203. SBA Written Approval Required. In addition to the foregoing, prior written approval of the SBA is required for any amendment whatsoever of the Agreement.

Furthermore, any provision to the contrary in the Agreement or this Indenture notwithstanding, the Trustee is required to obtain the prior written approval of the SBA before taking any action whatsoever not expressly permitted by the terms of the Agreement or the Indenture.

ARTICLE XIII

Miscellaneous

Section 1301. Consents, etc., of Bondholders. Any consent, approval, direction or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, approval, direction or other instrument or of the writing appointing any such agent and of the ownership of coupon Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such instrument or writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument or writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of coupon Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or banker, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company, bank or banker, as the property of such person, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a trust company, bank or banker, before taking any action based on such ownership. In lieu of the foregoing the Trustee may accept other proofs of the foregoing as it shall deem appropriate. For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 1302. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bond is intended or shall be construed to give to any person other than the parties hereto and the holders of the Bonds and coupons any legal or equitable right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto and the holders of the Bonds and the coupons as herein provided.

Section 1303. Severability. If any provision of this Indenture shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1304. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, addressed as follows: If to the Issuer, to City of Fort Wayne, Indiana, City-County Building, Fort Wayne, Indiana 46802, Attention: Mayor; if to the Company, to Anthony Home Service & Building Maintenance, Inc., 2601 Covington Road, P.O. Box 9332, Fort Wayne, Indiana 46809, Attention: Vice President; if to the Trustee, to Lincoln National Bank and Trust Company of Fort Wayne, 116 East Berry, Fort Wayne, Indiana 46802, Attention: Trust Department; if to the SBA, to Office of Special Guarantees, Small Business Administration, 1441 L Street NW, Washington, D.C. 20416, Attention: Earl L. Chambers. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Trustee to the other shall also be given to the Company. The Issuer, the Company, the SBA and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 1305. Trustee as Paying Agent. The Trustee is hereby designated and agrees to act as Paying Agent for and in respect to the Bonds.

Section 1306. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the location of the principal corporate trust office of the Trustee, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need

not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date interest is due or the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 1307. Suspension of Newspaper Publication.

If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason, it is impossible or impractical to publish any notice in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice.

Section 1308. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1309. Applicable Law. This Indenture shall be governed exclusively by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created Lincoln National Bank and Trust Company of Fort Wayne has caused these presents to be signed in its

name and behalf by one of its _____, its official seal
to be hereunto affixed, and the same to be attested by one of
its _____, all as of the first day of February, 1980.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

(SEAL)

Attest:

City Clerk

LINCOLN NATIONAL BANK AND TRUST
COMPANY OF FORT WAYNE, as Trustee

By _____
Its _____

(SEAL)

Attest:

\$2,300,000

CITY OF FORT WAYNE, INDIANA

POLLUTION CONTROL REVENUE BONDS

(Anthony Home Service & Building Maintenance, Inc. Project)

Small Business Series 1980

BOND PURCHASE AGREEMENT

February __, 1980

City of Fort Wayne
City Hall
One Main Street
Fort Wayne, Indiana 46802
Attention: Mayor

Anthony Home Service & Building
Maintenance, Inc.
2601 Covington Rd.
P.O. Box 9332
Fort Wayne, Indiana 46809
Attention: Vice President

Dear Sirs:

The undersigned, The First National Bank of Chicago, (the "Managing Underwriter"), on behalf of itself and the other Underwriters listed in Schedule I hereto, (collectively, the "Underwriters") hereby offers to enter into this Bond Purchase Agreement (the "Agreement") with the City of Fort Wayne, Indiana (the "Issuer") and Anthony Home Service & Building Maintenance, Inc., an Indiana corporation (the "Company") which, upon the execution of this Bond Purchase Agreement by the Issuer and the Company, will become a binding agreement among the Issuer, the Company and the Underwriters. This offer is made subject to its acceptance by the Issuer and the Company on or before four o'clock p.m. Chicago time, on the date hereof, or by such other time on such date as may be agreed upon by the Managing Underwriter, the Issuer and the Company.

1. Purchase and Sale of the Bonds. In reliance upon the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Underwriters agree to purchase from the Issuer, and the Issuer agrees to sell to the Underwriters, at a purchase price of 97.5% of the principal amount thereof plus accrued interest from February 1, 1980 to the Closing Date (as hereinafter defined), \$2,300,000 principal amount of City of Fort Wayne, Indiana, Pollution Control Revenue Bonds (Anthony Home Service & Building Maintenance, Inc. Project) Small Business Series 1980 (the "Bonds").

The Bonds are briefly described in the Official Statement of the Issuer and the Company dated the date hereof. Such Official Statement, including any Exhibits, Appendices, supplements or amendments thereto, is hereinafter called the "Official Statement." The Bonds shall be issued and secured pursuant to an Indenture of Trust (the "Indenture") dated as of February 1, 1980, between the Issuer and Lincoln National Bank and Trust Company of Fort Wayne, as Trustee (the "Trustee"), and shall be as described therein.

Concurrently with the execution and delivery of the Indenture, there are to be executed and delivered a Loan Agreement between the Company and the Issuer, dated as of February 1, 1980 (the "Loan Agreement"), a promissory note of the Company dated as of February 1, 1980 (the "Note"), and a Pollution Control Facility Payment Guarantee, dated the Closing Date (the "Guarantee") executed by the United States Small Business Administration ("SBA").

2. Representations, Warranties and Certain Covenants of the Company. The Company represents and warrants that:

(a) The Company is a validly organized and existing corporation in good standing under the laws of the State of Indiana and has full corporate power to execute, deliver, carry out and perform its obligations under the Loan Agreement, the Note and this Agreement; all action on its part necessary for the valid execution and delivery of this Agreement has been duly and effectively taken and all action on its part necessary for the valid execution and delivery of the Loan Agreement and the Note will be taken prior to the Closing Date as hereinafter defined; and the obligations of the Company under the Loan Agreement and the Note constitute the legal and valid obligations of the Company to the Issuer or any assignee of the Issuer as may be contemplated in such instruments.

(b) At the time of its execution of this Agreement the Official Statement is, and at the Closing Date it will be, and the Preliminary Official Statement dated _____, 1980 (hereinafter referred to as the "Preliminary Official Statement") as of its date was, accurate in all material respects for the purposes for which its use is or was authorized; and the Preliminary Official Statement as of its date did not and the Official Statement does not, and at the Closing Date will not, include any untrue statement of material fact or omit to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they are or were made, not misleading, except that the foregoing does not apply to information contained under the captions "The Issuer", "Tax Exemption", "Approval of Legal Proceedings", "Underwriting" or "Discussion of Bond Rating". The Company hereby consents to the use of the Official Statement in connection with the offer, sale and distribution of the Bonds by the Underwriters and confirms that it has similarly consented to the use of the Preliminary Official Statement for such purposes prior to the availability of the Official Statement. The Company further represents to the Underwriters and the Issuer that the consummation of the transactions herein contemplated and the fulfillment of the terms hereof will not conflict with, or result in a breach of, or constitute a default under, its Articles of Incorporation, By-Laws, any law or administrative regulation or the provisions of any judgment, loan agreement, note, indenture, mortgage, deed of trust or other agreement or instrument to which the Company is a party or otherwise subject, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company prohibited under the terms of any instrument or agreement.

(c) The recitals of fact, statements and warranties contained in the Loan Agreement with respect to the Company will be true, correct and complete as of its date and at the Closing Date.

(d) Any financial statements of the Company heretofore furnished in connection with the application for the Guarantee present fairly the financial position of the Company and any subsidiary companies as of the respective dates of such financial statements and for the respective periods covered thereby, all in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved.

(e) The information supplied by the Company to the SBA in connection with its application for the Guarantee is true, correct and complete for the purpose for which it was supplied.

(f) The information supplied by the Company to the Issuer, the Underwriters and Bond Counsel with respect to the facilities to be financed with the proceeds of the Bonds (the "Project") is true, correct and complete for the purpose for which it was supplied.

(g) There is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or investigation at law or in equity, or by or before any court, public board or body involving the Company, or to the knowledge of the Company, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Loan Agreement, this Agreement, the Indenture or any agreement or instrument to which the Company is a party or by which it is bound and which is used or contemplated for use in consummation of the transactions contemplated hereby and thereby or which would adversely affect the exemption from Federal income taxation of interest paid on the Bonds.

(h) Any certificate signed by the President, Treasurer or any other officer of the Company and delivered to the Managing Underwriter shall be deemed a representation and warranty by the Company to the Underwriters as to the statements made therein.

3. Representations and Warranties of the Issuer. The Issuer represents and warrants that:

(a) Concurrently with the Issuer's acceptance hereof, the Issuer will deliver to the Managing Underwriter an Official Statement executed by the Issuer as indicated thereon. The Issuer hereby authorizes the Official Statement and the information contained therein to be used in connection with the offer and sale of the Bonds by the Underwriters and confirms that it has similarly authorized the use of the Preliminary Official Statement for such purpose prior to the availability of the Official Statement.

(b) At the time of its acceptance of this Agreement, the information contained under the caption "The Issuer" in the Official Statement is, and at the Closing Date it will be, and such information under that caption in the Preliminary Official Statement as of its date was, accurate in all material respects for the purpose for which its use is or was authorized; and such information under that caption in the Official Statement does not and will not, as of such dates, and in the Preliminary Official Statement as of its date did not, include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they are or were made, not misleading.

(c) It is a municipal corporation and political subdivision duly organized and existing under the laws of the State of Indiana.

(d) It has full authority, pursuant to IC 18-6-4.5 (the "Act"), to: (1) enter into this Agreement, the Indenture, and the Loan Agreement; (2) issue and sell the Bonds to the Underwriters as provided in this Agreement; and (3) perform its obligations under and as contemplated in each such document and agreement.

(e) By an ordinance duly adopted by the Issuer and still in full force and effect (the "Bond Ordinance") the Issuer has duly authorized the execution, delivery and due performance of this Agreement, the Bonds, the Indenture, and the Loan Agreement and the taking of any action as may be required on the part of the Issuer to consummate the transactions contemplated herein and therein and, except as may be required under the securities laws of any state and the filing of a Statement of Election with the Internal Revenue Service pursuant to Section 103(b)(6)(D) of the Internal Revenue Code of 1954, as amended, which will be accomplished prior to the Closing Date, there is no consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the Issuer, and no public vote or referendum, of or by any person, organization or public body whatsoever is required in connection with any of the foregoing actions; there are no provisions of Indiana law which would allow, as of the date hereof or any date subsequent hereto, any public vote or referendum the results of which would invalidate the Bond Ordinance or invalidate, limit or condition the obligations of the Issuer undertaken hereunder or in connection with the transactions contemplated hereby.

(f) The execution and delivery of this Agreement, the Bonds, the Indenture, and the Loan Agreement, and compliance with the provisions hereof and thereof, will not conflict with or result in a violation of the Constitution of the State of Indiana and will not conflict with or result in a violation of, or breach of, or constitute a default under, any law or administrative regulation or governing document or instrument or the provisions of any judgment, loan agreement, note, indenture, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party or otherwise subject.

(g) There is no action or suit to which the Issuer is a party or, to the best of the knowledge of the Issuer, any other proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, or, to the knowledge of the Issuer, which is threatened against the Issuer wherein an unfavorable decision, ruling or finding would in any way adversely affect the transactions contemplated by this Agreement or which in any way would adversely affect the validity or enforceability of the Bonds, the Indenture, the Loan Agreement or the Note.

(h) To the best of the knowledge of the Issuer, there is no public vote or referendum pending, proposed or concluded, the results of which would in any way adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability of the Bonds, the Indenture, the Loan Agreement or the Note.

(i) Any certificate signed by the Mayor or other authorized official of the Issuer and delivered to the Managing Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriters as to the truth of those statements made by the Issuer therein.

(j) The Bonds conform to the description thereof contained in the Indenture and the Official Statement, and when delivered to and paid for by the Underwriters in accordance with the terms of this Agreement, will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding limited obligations of the Issuer, the principal of, premium, if any, and interest on which are payable solely from revenues of the Issuer derived from payments to be made by the Company on the Note pursuant to the Loan Agreement (except as provided in the Indenture to the extent paid out of moneys attributable to the Bond proceeds or income from the temporary investment thereof and except as may be payable by the SBA pursuant to the Guarantee).

(k) It has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

(l) The Issuer acknowledges that upon and after the date of the Official Statement, the Underwriters propose to offer the Bonds for sale as set forth in the Official Statement.

It is specifically understood and agreed that the Issuer makes no representation as to the financial or business condition or position of the Company and does not represent or warrant as to any of the statements, information (financial or otherwise), representations or certifications furnished or to be furnished by the Company in connection with the sale of the Bonds, or as to the correctness, completeness or accuracy of such statements.

4. Delivery of the Bonds. (a) Payment of the purchase price shall be made in immediately available funds drawn to the order of the Trustee for the account of the Issuer, at the office of _____, at _____,

A.M., _____ time on _____, 1980, or at such other time as the Managing Underwriter and the Issuer determine, against delivery of the Bonds in permanent form duly executed and authenticated and delivery of other instruments and documents required to be delivered hereunder to the Managing Underwriter. Such time of payment and delivery is herein referred to as the "Closing Date." The Bonds so to be delivered will be in the form of coupon bonds in denominations of \$5,000, and will be made available for inspection, checking and packaging by the Managing Underwriter at the office of The First National Bank of Chicago, in Chicago, Illinois at least 24 hours prior to the Closing Date. The Underwriters and the Company acknowledge that the Issuer assumes no responsibility for the safekeeping of the Bonds, either before or after the Closing Date or before or after authentication of the Bonds.

(b) Delivered to the Issuer herewith is a certified or bank cashier's check, payable to the order of the Issuer in an amount equal to 2% of the principal amount of the Bonds. In the event the Issuer or the Company does not accept this Agreement, the check shall be promptly returned to the Managing Underwriter. Except as provided herein in the event of the failure by the Underwriters to accept and pay for the Bonds at the Closing Date for a reason other than as permitted herein, the Issuer shall not cash the check or otherwise make use of its proceeds and shall return the check to the Managing Underwriter. In the event of the failure of the Issuer to deliver the Bonds at the Closing Date, or if the Issuer or the Company shall be unable to satisfy the conditions of the obligations of the Underwriters to purchase and accept delivery of the Bonds as set forth in this Agreement, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Agreement, the check shall be immediately returned to the Managing Underwriter. In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing Date as herein provided, such sum shall be retained by the Issuer on behalf of the Issuer and the Company as and for all liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters. The Underwriters, the Issuer and the Company understand that in such event the actual damages of the Issuer and the Company may be greater or may be less than such sum. Accordingly, the Underwriters hereby waive any right to claim that the actual damages of the Issuer and the Company are less than such sum, and the acceptance of this offer by the Issuer and the Company shall constitute a waiver of any right each of them may have to additional damages from the Underwriters.

5. Representations and Warranties of the Underwriters. The Underwriters represent and warrant that:

(a) They will not sell or offer the Bonds except in states where such Bonds are qualified for such sale or offering or are exempt from registration or in transactions which are exempt under the securities laws of the jurisdiction.

(b) They will deliver a copy of the Official Statement relating to the Bonds to each person purchasing the Bonds concurrently with or prior to sending to such person a final written confirmation of the sale of the Bonds.

(c) They will not use the Official Statement for the purpose of marketing the Bonds or re-offering the Bonds after a date 30 days from the date of the Official Statement or the most recent certificate of an official of the Issuer and the Company reaffirming its accuracy and completeness, without obtaining a written opinion of reputable Underwriter's counsel addressed and delivered to the Issuer and the Company that such use will not violate any applicable federal or state securities laws, rules or regulations.

6. Covenants of the Issuer and the Company. The Issuer and the Company covenant and agree (each as to itself only) with the Underwriters that:

(a) The Loan Agreement will provide for payment from the proceeds of the Bonds of all previously approved expenses incident to the performance of its obligations under this Agreement and the fulfillment of the conditions imposed hereunder, including, without limitation, all costs of printing or engraving and mailing or delivering the Bonds, the Preliminary Official Statement, the Official Statement and the preparation of all other documents in connection with the transactions contemplated by this Agreement, the reasonable fees and expenses of Bond Counsel, counsel for the Issuer (such fees and reimbursements for such expenses being paid directly to such counsel) and counsel for the Company, any fees charged by investment rating agencies for the rating of the Bonds and any fees of the SBA and the Issuer. Except to the extent paid pursuant to the Loan Agreement out of the proceeds of the sale of the Bonds, the Company will pay all expenses incident to the performance of its and the Issuer's obligations under this Agreement, including, without limitation, those described in this paragraph. If the obligations of the Underwriters shall be terminated for any reason permitted by this Agreement, the Company will reimburse the Underwriters for all their reasonable out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by them.

(b) The Issuer and the Company will cooperate with each other and with the Managing Underwriter in obtaining the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Managing Underwriter designates, and will each use its best efforts to continue any such qualifications in effect so long as required for the offer and sale of the Bonds; provided that the Issuer shall not be obligated to file any general consent to service of process or to meet other requirements deemed by it to be unduly burdensome.

(c) Neither the Issuer nor the Company will amend or supplement the Official Statement without the Managing Underwriter's consent. The parties hereto will advise each other promptly of the institution of any proceedings by any governmental agency or otherwise affecting the use of the Official Statement in connection with the offer and the sale of the Bonds.

(d) If at any time when an Official Statement is delivered in connection with offers and sales of the Bonds, any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, the parties hereto will cooperate with each other in the prompt preparation of an amendment or supplement which will correct such statement or omission, the costs of such amendment or supplement to be borne by the Company.

(e) The Issuer and the Company will furnish or cause to be furnished to the Underwriters copies of the Preliminary Official Statement, the Official Statement, and all amendments and supplements thereto, in each case as soon as available and in such quantities as the Managing Underwriter may reasonably request.

7. Conditions of the Obligations of the Underwriters. The obligations of the Underwriters to purchase and pay for the Bonds will be subject to the accuracy of the representations on the part of the Issuer and the Company herein, to the accuracy of the statements of the officials of the Issuer and the officers of the Company made pursuant to the provisions hereof, to the performance by the Issuer and the Company of their respective obligations hereunder and to the following additional conditions precedent:

(a) The Indenture, the Loan Agreement, the Note, and the Guarantee shall have been duly authorized, executed and delivered by the respective parties thereto and the said instruments shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Managing Underwriter and the SBA and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated hereby and thereby all such actions as, in the opinion of Bond Counsel, are necessary and appropriate.

(b) Subsequent to the date of this Agreement and prior to the Closing Date,

(i) No legislation shall have been enacted or bill introduced in Congress, nor a decision by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States rendered, nor a regulation, ruling or order issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service with the purpose or effect, directly or indirectly, of imposing Federal income taxation upon such revenues or income as would be received by the Issuer or its assignee under the Loan Agreement or upon such revenues or income as would be received by the holders of the Bonds, other than a person who, within the meaning of Section 103 of the Internal Revenue Code of 1954, as amended (the "Code"), is a "substantial user" of the Project or a "related person", which in the opinion of the Managing Underwriter materially adversely affects the market for the Bonds or the market for other revenue obligations of the character of the Bonds or the sale, at the contemplated offering price, of the Bonds.

(ii) The market price for the Bonds or the sale, at the contemplated offering price, by the Underwriters of the Bonds shall not, in the opinion of the Managing Underwriter have been materially adversely affected by any of the following events: (A) the engagement by the United States in hostilities which have resulted in a declaration by the United States of war or national emergency; (B) a general suspension of trading on the New York Stock Exchange; (C) the establishment of limited or minimum prices on such Exchange; or (D) the declaration of a banking moratorium either by Federal, New York State, Illinois or Indiana authorities.

(c) Between the date hereof and the Closing Date, no litigation shall be threatened or pending in any court, nor any referendum or public vote shall be threatened or pending nor any proceeding before any public board or body shall be threatened or pending: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds or the payment, collection or application of the proceeds thereof or payments of other moneys and securities pledged or to be pledged under the Indenture; or (ii) in any way questioning or affecting the validity of the Bonds or any provisions of this Agreement, the Indenture, the Guarantee, the Loan Agreement, the Note, or any proceedings taken by the Issuer, the SBA, the Underwriters or the Company with respect to any of the foregoing; or (iii) questioning the Issuer's creation, organization or existence or the titles to office of any of its officers or its power to engage in any of the transactions contemplated by the Indenture, the Loan Agreement or this Agreement; or (iv) questioning the Company's incorporation, organization or existence or the titles to office of any of its officers or directors, or the power of the Company to enter into and engage in any of the transactions contemplated by the Indenture, the Loan Agreement or this Agreement or the Company's rights to possession of any of its properties.

(d) The Managing Underwriter shall have received the following documents:

(i) the opinions, dated as of the Closing Date, of:

- (A) Counsel to the Company, substantially in the form of Exhibit A hereto,
- (B) Special Counsel to the Issuer, substantially in the form of Exhibit B hereto,
- (C) Counsel to the SBA, substantially in the form of Exhibit C hereto,
- (D) Bond Counsel, substantially in the form of Exhibit D hereto,

all in form and substance satisfactory to the Managing Underwriter.

(ii) A certificate or certificates, dated the Closing Date, signed by the Mayor or other authorized official of the Issuer and in form and substance satisfactory to the Managing Underwriter, in which such official states that:

(A) to the best of his knowledge after reasonable investigation, the representations of the Issuer in this Agreement are true and correct;

(B) to the best of his knowledge after reasonable investigation, the statements in the Official Statement under the caption "The Issuer" do not include any untrue statement of a material fact or omit to state any material fact necessary to make such statements, in the light of the circumstances under which they were made, not misleading; and

(C) to the best of his knowledge after reasonable investigation, no litigation, public proceeding, public vote or referendum is pending or threatened (1) to restrain or enjoin the issuance or delivery of any of the Bonds, the application of the proceeds thereof, or the payment, collection or application of revenues pursuant to the Indenture and the Loan Agreement, or (2) in any way contesting or affecting any authority for, or the validity of, the Bonds, the Indenture, the Loan Agreement, the Note, this Agreement, the Guarantee, the application of the proceeds of the Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture, the Loan Agreement and the Note.

(iii) A certificate, dated the Closing Date, signed by the President or a Vice President of the Company stating that the representations of the Company in this Agreement are true and correct as of such date, that the Company has complied with all agreements and has satisfied all conditions and terms of the Loan Agreement and this Agreement on its part to be performed or satisfied at or prior to the Closing Date, that the Company has executed and delivered the Mortgage and Security Agreement dated as of _____, 1980 from the Company to the SBA, that the Company is as of such date a "small business concern" within the meaning of the Small Business Investment Act of 1958, as amended, and the regulations proposed or promulgated in connection therewith and otherwise remains qualified thereunder for the financing contemplated herein, and that, subsequent to _____, there has been no material adverse change in the financial position or results of operations of the Company.

(iv) A certificate, dated the Closing Date, signed by the President or a Vice President of the Company stating that all information with respect to the Company, including, without limitation, all financial or other information, furnished or made available by the Company to the Managing Underwriter, the Issuer, the Qualified Sponsor (as that term is used in guidelines and regulations promulgated by the SBA) or the SBA was and is accurate as of the dates of such information, the date of its submission to such parties, and the Closing Date, and as of such dates, did not include any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(v) A certificate, dated the Closing Date, signed by the President or a Vice President of the Company (and acknowledged by the Mayor or other authorized official of the Issuer) stating that certain facts, estimates and circumstances, which shall be set forth in such certificate with such particularity as will enable Bond Counsel to render the opinion required under Section 7 (d) (i) (D) of this Agreement, establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" under Section 103 of the Code and the regulations thereunder, and, to the best of his knowledge and belief, there are no facts or circumstances that would change the foregoing conclusion;

(vi) Copies of the Bond Ordinance of the Issuer authorizing the Bonds, together with a certificate, dated the Closing Date, of an officer of the Issuer to the effect that:

(A) such is a true, complete and correct copy of such Ordinance, and

(B) that the Bond Ordinance was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date.

(vii) A certificate, satisfactory in form and substance to the Managing Underwriter, of one or more duly authorized officers of the Trustee, dated the Closing Date, as to the due acceptance of the Indenture by the Trustee and due authentication and delivery of the Bonds by the Trustee.

(viii) Such additional certificates, proceedings, opinions, instruments and other documents as the Managing Underwriter or Bond Counsel may reasonably have requested in connection with the transactions contemplated by this Agreement.

The Issuer and the Company will furnish the Underwriters with such conformed copies of all such opinions, certificates, letters and documents as the Managing Underwriter shall reasonably request. If any of the conditions specified in this Section shall not have been fulfilled when and as required by this Agreement, or if any of the opinions or certificates mentioned in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Managing Underwriter, this Agreement and all obligations of the Underwriters hereunder may be cancelled by the Managing Underwriter at, or at any time prior to, the Closing Date. Notice of such cancellation shall be given to the Issuer and the Company in writing, or by telephone or telegraph confirmed in writing.

8. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise, against any losses, claims, damages or liabilities, joint or several, to which any such Underwriter or such controlling person may become subject, under federal or state law or regulations or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Official Statement or any amendment or supplement thereto, or the Preliminary Official Statement, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Company agrees to reimburse any such Underwriter and each such controlling person for any legal or other expenses reasonably incurred by such Underwriter or such controlling person in connection with investigating or defending any such loss, claim, damage, liability or action, provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of or is based upon an untrue statement or omission made in the Official Statement or Preliminary Official Statement under the captions "Underwriting", "The Issuer", "Tax Exemption", "Approval of Legal Proceedings" and "Discussion of Bond Rating" except to the extent that such alleged untrue statement or omission is based upon information supplied by, or wholly within the knowledge of, the Company. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) The Company agrees to indemnify and hold harmless the Issuer and each person, if any, who controls the Issuer within the meaning of the Securities Act, the Exchange Act, or otherwise, from and against any and all losses, claims, damages or liabilities, joint or several, to which the Issuer or such controlling person may become subject, under federal or state laws or regulations or otherwise, insofar as any such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Official Statement or any amendment or supplement thereto, or the Preliminary Official Statement, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Company will reimburse the Issuer and each such controlling person in connection with investigating or defending any such loss, claim, damage, liability or action, provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of or is based upon an untrue statement or omission made in the Official Statement or Preliminary Official Statement under the captions "Underwriting", "The Issuer", "Tax Exemption", "Approval of Legal Proceedings" and "Discussion of Bond Ratings" except to the extent that such alleged untrue statement or omission is based upon information supplied by, or wholly within the knowledge of, the Company. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, or threatened action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate in and, to the extent that it may wish, to assume the defense thereof, with counsel satisfactory to such indemnified party. Any such indemnified party will reasonably cooperate with the indemnifying party in any investigation relating to such action, the defense of such action, and any attempts to settle or compromise any such action. After notice from the indemnifying party to such indemnified party of its assumption of the defense thereof, the indemnifying party will not, except as hereinafter provided, be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such

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indemnified party in connection with the defense thereof other than reasonable costs of investigation. If the indemnifying party shall not have employed counsel to have charge of the defense of any such action or if any such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), legal and other expenses incurred by the indemnified party shall be borne by the indemnifying party.

(d) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in subsection (a) is for any reason held to be invalid or unenforceable against the Company, the Company and the Underwriters shall contribute to the aggregate losses, claims, damages and liabilities (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claims asserted, but after deducting any contribution received by the Company or the Underwriters from persons other than the Company or the Underwriters who may also be liable for contribution, indemnified parties hereby agreeing to seek contribution from such persons) to which the Company and the Underwriters may be subject in such proportion so that the Underwriters are responsible for that portion represented by the percentage that the underwriting fee received by the Underwriters bears to the aggregate public offering price of the Bonds and the Company is responsible for the balance; provided, however, in no case shall the Underwriters be responsible for any amount in excess of said underwriting fees; provided, further, that no person found in any action or proceeding contemplated in subsection (a) to have intentionally made an untrue statement of a material fact or intentionally omitted to state a material fact shall be entitled to contribution from any person who was not found in any such proceeding to have made an intentional misstatement or intentionally failed to state a material fact. For the purpose of this Subsection 8(d), each person who controls any Underwriter or the Company within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Underwriters or the Company, subject to the provisions in the preceding sentence relating to intentional misstatements or omissions. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, threatened action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this Subsection 8(d), notify such party or parties from whom contribution may be sought, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have otherwise than under this Subsection 8(d).

(e) The rights provided in this Section 8 do not constitute an election of remedies or waiver of any rights which may be available to any party other than as provided herein, should the provisions of this Section 8 or any subsection hereof be found, by a court of competent jurisdiction, to be unenforceable, void or unavailable for any reason.

9. Default by an Underwriter. If any one or more Underwriters fails to purchase and pay for all of the Bonds agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the amount of Bonds each of the remaining Underwriters have agreed to purchase bear to the aggregate amount of Bonds which all the remaining Underwriters have agreed to purchase) the Bonds which the defaulting Underwriter or Underwriters agreed but failed to purchase, provided, however, that the nondefaulting Underwriters or Underwriter are obligated to purchase all of the Bonds if they purchase any of the Bonds. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding seven days, as the Managing Underwriter shall determine in order that the required changes in the Official Statement or in any other documents or arrangements may be effected. Nothing herein contained shall relieve any defaulting Underwriter of its liability, if any, to any nondefaulting Underwriter for damages occasioned by its default hereunder. Should the Underwriters fail (other than for a reason permitted in this Agreement) to accept and pay for the Bonds at the Closing Date, the liability of the Underwriters to the Issuer and the Company shall be as set forth in Section 4(b) hereof.

10. Survival of Certain Representations and Obligations. The respective agreements, representations and other statements of the Issuer, the Company and their respective officials or officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation or statement as to the results thereof, made by or on behalf of the Underwriters, the Issuer or the Company or any of their officers or directors or any controlling person and will survive delivery of and payment for the Bonds. If for any reason the purchase of the Bonds by the Underwriters is not consummated, the Company shall be responsible for the expenses permitted to be paid or reimbursed by the Issuer pursuant to Section 6(a) and the respective obligations of the Company and the Underwriters pursuant to Section 8 shall remain in effect.

11. Notice. All communications hereunder will be in writing and, if sent to the Managing Underwriter, will be mailed, delivered or telegraphed and confirmed to it at One First National Plaza, Chicago, Illinois 60670, Attention: W. Robert Felker; or, if sent to the Issuer or to the Company will be mailed, delivered or telegraphed and confirmed to them at their respective addresses set forth above.

12. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 8 above, and no other person will have any right or obligation hereunder.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, including, without limitation, those laws applicable to contracts made and to be performed in that state.

14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The First National Bank of Chicago

By _____

Title _____

Accepted and Agreed

_____, 1980

City of Fort Wayne, Indiana

By _____

Title _____

Anthony Home Service & Building
Maintenance, Inc.

By _____

Title _____

Schedule I

Traub and Company, Inc.

Summers and Company, Inc.



U.S. Small Business Administration

Pollution Control
Facility Payment
Guarantee

Date: _____

Guarantee No. _____

Aggregate Amount: \$ _____

This pollution control facility payment guarantee is issued pursuant to the authority vested in the Small Business Administration (SBA) by Section 404 of the Small Business Investment Act of 1958, as amended.

Obligor shall mean _____

Obligee shall mean _____

Pursuant to its authority, SBA has determined that the Obligor is an eligible small business concern and is at a financing disadvantage with other business concerns with respect to the acquisition of pollution control facilities.

Further, SBA has determined that the acquisition of the equipment described in the application of the Obligor is likely to help prevent, reduce, abate or control noise, air or water pollution or contamination or will be used for the collection, storage, treatment, utilization, processing or final disposal of solid or liquid waste.

Pursuant to such purposes in furtherance of the cited law and in consideration of a guarantee fee, receipt of which is acknowledged, SBA does hereby guarantee the full amount of the installment payments, but not exceeding the aggregate amount stated above, required to be made by the Obligor to the Obligee pursuant to _____ of that qualified contract between them dated _____
sa of _____.

This guarantee is a full faith and credit obligation of the United States and may be assigned only with the prior written approval of SBA.

SBA shall pay the obligation guaranteed within thirty days of receiving a notice of the Obligor's default in payment from the Obligee or its approved assignee, but SBA shall not be obligated to make such payments otherwise than in accordance with the terms of the cited part of the qualified contract.

SBA shall be the successor to any and all rights, security and collateral of the Obligee or its assignee to the extent of any payments made under this guarantee to the Obligee or its assignee.

SMALL BUSINESS ADMINISTRATION

BY: _____

The assignment of the foregoing guarantee to _____
by the Obligee's instrument of assignment dated as
of _____ is hereby approved.

SMALL BUSINESS ADMINISTRATION

BY: _____

As General Counsel of the United States Small Business Administration, I am of the opinion that the within Guarantee has been duly authorized in accordance with the lawful delegated authority and that, when executed and delivered by _____,

will be a legal, valid, and binding obligation of the United States Small Business Administration in accordance with its terms. The full faith and credit of the United States of America are pledged to the obligation set forth in said Guarantee.

General Counsel

RATED: Moody's:

In the opinion of Messrs. Chapman and Cutler, Chicago, Illinois, Bond Counsel, based on existing statutes, regulations, court decisions and rulings, interest on the Series 1980 Bonds will be excludable from the gross income of the recipients thereof for Federal income tax purposes except in the circumstances described under the heading "Tax Exemption" herein. Also, in the opinion of Bond Counsel, based on existing statutes, the interest received on the Series 1980 Bonds will be exempt from taxation in the State of Indiana for all purposes except state inheritance tax.

\$2,300,000

CITY OF FORT WAYNE, INDIANA

Pollution Control Revenue Bonds

(Anthony Home Service & Building Maintenance, Inc. Project)

Small Business Series 1980

Dated: February 1, 1980

Due: February 1 of years shown below

The Series 1980 Bonds will be issued by the City of Fort Wayne, Indiana (the "Issuer") to provide funds to Anthony Home Service & Building Maintenance, Inc. (the "Company") for the acquisition, construction and installation of certain economic development and pollution control facilities. The Series 1980 Bonds will be limited obligations of the Issuer and, except to the extent payable out of Bond proceeds or the income from the temporary investment thereof, will be payable solely from and secured by a pledge of revenues to be derived by the Issuer from the Company pursuant to a Loan Agreement, and as otherwise provided in the Indenture.

THE COMPANY, UNDER THE LOAN AGREEMENT, WILL BE OBLIGATED TO MAKE MONTHLY PAYMENTS SUFFICIENT, IN THE AGGREGATE, TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 1980 BONDS. PURSUANT TO SECTION 404(b)(2) OF THE SMALL BUSINESS INVESTMENT ACT OF 1958, AS AMENDED, THE UNITED STATES SMALL BUSINESS ADMINISTRATION WILL GUARANTEE THE OBLIGATION OF THE COMPANY TO MAKE CERTAIN OF THE MONTHLY PAYMENTS WHICH WILL, TOGETHER WITH MONEYS DEPOSITED INTO THE ESCROW FUND ESTABLISHED UNDER THE INDENTURE AND INITIALLY FUNDED FROM PROCEEDS OF THE SALE OF THE SERIES 1980 BONDS, BE SUFFICIENT IN THE AGGREGATE TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 1980 BONDS.

Neither the faith and credit nor the taxing power of the Issuer or the State of Indiana (including any political subdivision thereof) or the United States of America is pledged to the payment of the principal of or interest on the Series 1980 Bonds.

The Series 1980 Bonds will be issuable as coupon Bonds in denominations of \$5,000 in bearer form only. Principal and semiannual interest (February 1 and August 1, commencing August 1, 1980) and premiums, if any, will be payable at the principal office of Lincoln National Bank and Trust Company of Fort Wayne, Fort Wayne, Indiana, Trustee.

THE SERIES 1980 BONDS ARE SUBJECT TO REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.

Amount	Due February 1	Coupon Rate	Price or Yield	Amount	Due February 1	Coupon Rate	Price or Yield
	1981				1989		
	1982				1990		
	1983				1991		
	1984				1992		
	1985				1993		
	1986				1994		
	1987				1995		
	1988						
Amount	Due February 1	Coupon Rate	Price or Yield	Amount	Due February 1	Coupon Rate	Price or Yield
	2000						

(Accrued Interest to be Added)

The Series 1980 Bonds will be offered by the Underwriters when, as and if issued by the Issuer and accepted by the Underwriters and subject to prior sale, to withdrawal or modification of the offer without any notice and to the approval of legality by Messrs. Chapman and Cutler, Chicago, Illinois, Bond Counsel, and certain other conditions. It is expected that the Series 1980 Bonds in definitive form will be available for delivery in Chicago, Illinois on or about , 1980.

Dated:



FIRST CHICAGO

The First National Bank of Chicago

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

No dealer, salesman or any other person has been authorized to give any information or to make any representation, other than those contained in this Official Statement, in connection with the offering described herein, and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer, the United States Small Business Administration, the Company or the Underwriters. This Official Statement does not constitute an offer to sell, or a solicitation of an offer to buy, any securities other than the securities offered hereby, or an offer to sell or solicitation of an offer to buy the securities offered hereby to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful. The delivery of this Official Statement at any time does not imply that information herein is correct as of any time subsequent to its date.

The security for this financing is complex. This Official Statement should be considered in its entirety, and no single factor should be considered less important than another by reason of its placement. This Official Statement should be read in full by any prospective purchaser.

The information concerning the Company, the Project and the Project Costs and Use of Proceeds contained herein has been obtained from the Company and is not to be construed as a representation by the Underwriters or the Issuer.

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\$2,300,000

CITY OF FORT WAYNE, INDIANA

Pollution Control Revenue Bonds (Anthony Home Service & Building Maintenance, Inc. Project) Small Business Series 1980

INTRODUCTORY STATEMENT

The purpose of this Official Statement is to furnish information in connection with the City of Fort Wayne, Indiana (the "Issuer") and the issuance of its Pollution Control Revenue Bonds (Anthony Home Service & Building Maintenance, Inc. Project) Small Business Series 1980 (the "Series 1980 Bonds"). The Series 1980 Bonds and any Additional Bonds (as hereinafter defined) which are permitted to be issued under the Indenture referred to below are collectively referred to as the "Bonds". The Series 1980 Bonds will be issued in the aggregate principal amount of \$2,300,000 and will be due in the amounts and on the dates set forth on the cover page hereof. The Bonds will be issued under an Indenture of Trust dated as of February 1, 1980 (the "Indenture") between the Issuer and Lincoln National Bank and Trust Company of Fort Wayne, as Trustee (the "Trustee").

The Series 1980 Bonds will be issued by the Issuer to finance all or a portion of the cost of the acquisition, construction and installation of certain pollution control and economic development facilities (the "Project") located within the Issuer for Anthony Home Service & Building Maintenance, Inc. (the "Company"), which will lease the Project to Hanchar Industrial Waste Management, Inc. ("HIWM"), an affiliate, which will operate such facilities. Prior to the issuance of the Series 1980 Bonds, the Issuer will enter into a Loan Agreement dated as of February 1, 1980 (the "Agreement") with the Company pursuant to which the Issuer will loan the proceeds from the sale of the Series 1980 Bonds to the Company in order to finance all or a portion of the cost of the acquisition, construction and installation of the Project. Under the Agreement the Company will be unconditionally obligated to repay the loan made thereunder in such amounts and at such times as will be sufficient to pay the principal of and interest on the Bonds, which obligation will be evidenced by one or more promissory notes of the Company (the "Notes"). The Company's monthly loan repayments, which in the aggregate are sufficient to pay the principal of and interest on the Series 1980 Bonds, are hereinafter referred to as the "Loan Repayments".

Pursuant to a Pollution Control Facility Payment Guarantee (the "Guarantee"), the United States Small Business Administration (the "SBA") will guarantee the Company's obligation under the Agreement to make certain of the monthly Loan Repayments which will, in the aggregate, together with moneys on deposit in the Escrow Fund created by the Indenture, be sufficient to pay the principal of and interest on the Series 1980 Bonds. The full faith and credit of the United States are pledged to the obligations of the SBA under the Guarantee. Other obligations of the Company under the Agreement are not guaranteed by the SBA. The Company will grant a mortgage on the Project to the SBA to secure the obligation of the Company to reimburse the SBA for any payments made by the SBA pursuant to the Guarantee. The nature and terms of the Guarantee are described herein under the heading "THE GUARANTEE". Certain events of default under the Indenture which relate to the terms of the Guarantee are discussed herein under the heading "THE INDENTURE—Events of Default and Remedies".

The First National Bank of Chicago (the "Managing Underwriter") and certain other underwriters (collectively, the "Underwriters") have agreed to purchase the Series 1980 Bonds from the Issuer subject to certain conditions precedent.

There follow in this Official Statement brief descriptions of the Issuer, the Company, the Project, the Project Costs and Use of Proceeds, the Series 1980 Bonds, the Guarantee, the Agreement and the Indenture. The descriptions herein of the Agreement, the Guarantee and the Indenture are qualified in their entirety by reference to such documents and references herein to the Series 1980 Bonds are qualified in their entirety by reference to the definitive form thereof included in the Indenture, all of which are available for inspection after delivery of the Series 1980 Bonds at the office of the Trustee. From the date hereof until the date of delivery of the Series 1980 Bonds, the form of all such documents will be available at the principal office of the Managing Underwriter. The statements contained under the headings "THE SERIES 1980 BONDS", "THE GUARANTEE", "THE INDENTURE" and "TAX EXEMPTION" have been reviewed by Messrs. Chapman and Cutler, Bond Counsel, who are of the opinion that such statements are accurate statements or summaries of the matters set forth therein and fairly present the information purported to be shown. The information contained under the headings "THE COMPANY", "THE PROJECT", and "PROJECT COSTS AND USE OF PROCEEDS" have been furnished exclusively by the Company.

THE ISSUER

The City of Fort Wayne, Indiana (the "Issuer") is a duly organized and existing municipal corporation and political subdivision of the State of Indiana. Indiana Code 13-6-4.5, as supplemented and amended (the "State Act"), empowers Indiana municipalities to issue revenue bonds and to lend the proceeds therefrom to a corporation for the purpose of financing the cost of acquisition, construction or installation of economic development and pollution control facilities and vests such municipalities with powers necessary to enable them to accomplish such purposes.

THE COMPANY

Anthony Home Service & Building Maintenance, Inc. (the "Company") is an Indiana corporation located at 2601 Covington Road, Fort Wayne, Indiana 46809. Originally established in 1947, the Company was incorporated in 1963. The Company is a family owned and operated business. The Company is primarily engaged in the business of commercial building maintenance.

The primary beneficiary of the financing is an affiliate of the Company, Hanchar Industrial Waste Management, Inc. (HIWM), which will lease the Project from the Company. The Company and HIWM have identical ownership. HIWM was incorporated in 1978. The primary business activity of HIWM is liquid waste processing and disposal. The Company and HIWM employ approximately 85 persons.

THE PROJECT

The Project consists of land, buildings and other improvements and equipment for use as a liquid industrial waste processing and treatment facility for the recovery of industrial by-products. The Project includes certain land and buildings to house these facilities and related operations. The Indiana Air Pollution Control Board and the Indiana Stream Pollution Control Board each have stated that the Project, if constructed in accordance with existing rules and regulations of the State of Indiana, would likely help to prevent, reduce, abate or control pollution or contamination.

PROJECT COSTS AND USE OF PROCEEDS

The Company estimates that total Project costs, including costs related to the issuance of the Series 1980 Bonds, will be in excess of \$2,300,000. The Company is obligated under the Agreement to pay any costs of the Project which are not funded through the issuance of the Series 1980 Bonds, except as may be provided for by the issuance of Additional Bonds under the Indenture.

The Company anticipates that the proceeds from the issuance and sale of the Series 1980 Bonds, excluding accrued interest derived from such sale, will be applied as set forth below:

Project Costs	\$
SBA Fees(1)	
Deposit into Escrow Fund(2)	
Underwriters' Discount	
Legal, Printing and Other Issuance Expenses	
<u>Total</u>	<u>\$2,300,000</u>

(1) Includes Guarantee Fee and Processing and Administrative Fee

(2) Represents three months' Loan Repayments

The Company expects the amount of all capital expenditures paid or incurred within the three years preceding the date of the issuance of the Series 1980 Bonds with respect to facilities, the principal user or users of which are or will be the Company or HIWM or related persons and which are located in the incorporated area of Fort Wayne, Indiana, or which are in the unincorporated area of Allen County, Indiana, and contiguous to or integrated with facilities located in such incorporated area, is approximately \$187,800. The Company estimates the amount of such expenditures to be made within the three years following the date of the issuance of the Series 1980 Bonds, including costs of the Project to be paid from funds other than Bond proceeds, to be approximately \$700,000. (See "TAX EXEMPTION".)

THE SERIES 1980 BONDS

Description of the Series 1980 Bonds

The Series 1980 Bonds will be dated February 1, 1980, and will bear interest and mature at the rates and on the dates set forth on the cover page of this Official Statement. Interest on the Series 1980 Bonds will be payable February 1 and August 1 of each year, commencing August 1, 1980. The Series 1980 Bonds will be issued as coupon Bonds in bearer form in denominations of \$5,000. The principal of, premium, if any, and interest on the Series 1980 Bonds will be payable at the principal office of the Trustee in Fort Wayne, Indiana.

Security for the Series 1980 Bonds

The Series 1980 Bonds will be limited obligations of the Issuer payable solely from revenues of the Issuer derived from the payments to be made by or on behalf of the Company under the Agreement (except as provided in the Indenture to the extent paid out of moneys attributable to the Bond proceeds or income from temporary investment thereof). The Series 1980 Bonds will not be a general obligation of the Issuer and will not constitute a debt or liability of the State of Indiana or any political subdivision thereof or the United States of America or any agency or employee thereof. Neither the State of Indiana, including any political subdivisions thereof, nor the United States, or any agency or employee thereof (except as described herein under the heading "The Guarantee"), shall be liable for payment of the Series 1980 Bonds nor shall the Series 1980 Bonds be payable out of any funds other than those pledged under the Indenture. The issuance of the Series 1980 Bonds shall not, directly or indirectly or contingently, obligate the Issuer, the State of Indiana or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The Series 1980 Bonds are not secured by any interest in the Project.

The Issuer will assign to the Trustee, for the benefit of the holders of the Bonds, the revenues and receipts derived by the Issuer pursuant to the Agreement and the Notes and certain other rights of the Issuer under and pursuant to the Agreement. Under the Indenture, the Issuer will also assign to the Trustee all of the Issuer's rights, privileges and obligations under the Guarantee.

Redemption of the Series 1980 Bonds

Extraordinary Optional Redemption. The Series 1980 Bonds will be subject to redemption by the Issuer at the option of the Company, in whole but not in part, at any time at 100% of the principal amount thereof plus accrued interest to the redemption date if the Company gives written notice to the Trustee and the Issuer that it has elected to make prepayment under the Agreement as a result of the occurrence of any of the following events within the preceding 180 days: (1) the Project shall have been damaged or destroyed to the extent that, in the written opinion of the Company furnished to the Trustee and the Issuer, the required restoration and repair thereof cannot reasonably be expected to be completed within a period of six months, or the Company is or would likely be prevented from using the Project for its normal purposes for a period of six months or more, or it would not be practicable or desirable to rebuild, repair or restore the Project; or (2) there occurs the condemnation of all or any part of the Project or the taking by eminent domain of such use or control of the Project to such extent that, in the written opinion of the Company, the Company is, or would likely be, prevented from using the Project for its normal purposes for a period of six months or more.

Special Mandatory Redemption. The Company will be obligated to prepay the amounts payable under the Agreement, in the event and not more than 180 days after receipt of notice by the Company of a written determination (a) by an officer or counsel for the SBA, or (b) by any court of competent jurisdiction, that the Guarantee is inapplicable to the payments which it purports to guarantee or is, under any circumstances, unenforceable in the full amount purported to be guaranteed. In such case the Series 1980 Bonds will be redeemed as a whole at 100% of the principal amount thereof plus accrued interest to the redemption date. There is no assurance that the Company would, under the circumstances described in this paragraph, be able to prepay the amounts payable under the Agreement so as to permit redemption of the Series 1980 Bonds. The nature and terms of the Guarantee are described herein under the heading "THE GUARANTEE".

Optional Redemption. The Series 1980 Bonds maturing on or after February 1, 1990 will be subject to redemption prior to maturity by the Issuer, at the option of the Company, on any interest payment date on or after February 1, 1990, in whole or in part, in the inverse order of their maturity (less than all of such Bonds of a single maturity to be selected by lot in such manner as may be designated by the Trustee), at the redemption prices (expressed as percentages of principal amount) set forth in the table below plus accrued interest to the redemption date:

Redemption Dates	Redemption Price
February 1, 1990 or August 1, 1990	103 %
February 1, 1991 or August 1, 1991	102½
February 1, 1992 or August 1, 1992	102
February 1, 1993 or August 1, 1993	101½
February 1, 1994 or August 1, 1994	101
February 1, 1995 or August 1, 1995	100½
February 1, 1996 and thereafter	100

Sinking Fund Redemption. The Series 1980 Bonds maturing on February 1, 2000, are also subject to mandatory redemption by the Issuer prior to maturity pursuant to the sinking fund provisions for such Series 1980 Bonds contained in the Indenture. The Series 1980 Bonds to be redeemed will be selected by lot in such manner as the Trustee may designate, will be at a price equal to 100% of the principal amount of the Series 1980 Bonds redeemed plus interest accrued to the redemption date, and will be made in the following aggregate principal amounts on February 1 of the following years:

Year	Amount
1996	\$
1997	
1998	
1999	
*2000	

* Final maturity

The Series 1980 Bonds are not otherwise subject to redemption prior to their respective stated maturities.

Notice and Effect of Redemption

Notice of the call for any redemption identifying the Series 1980 Bonds to be redeemed will be given by publication in both the City of New York, New York, and the City of Chicago, Illinois, at least twice in newspapers or financial journals of general circulation in such cities; the first of such notices shall be published not more than 60 and not less than 30 days prior to the redemption date. If for any reason it is impossible or impractical to publish such notice of call for redemption, then such publication in lieu thereof as shall be made with the approval of the Trustee will constitute sufficient publication of notice. No further interest will accrue on the principal of any Series 1980 Bonds from and after the date fixed for redemption if payment of the redemption price thereof has been duly provided for, and interest coupons maturing after that date will be void. Thereafter, the holders of Series 1980 Bonds called for redemption will have no rights with respect to such Series 1980 Bonds, except to receive payment of the redemption price thereof and unpaid interest accrued to the date fixed for redemption.

Non-Presentation of Bonds or Coupons

If the holder of any Series 1980 Bond or coupon appertaining thereto fails to present such Series 1980 Bond or coupon for payment on its due date or redemption date, as the case may be, and moneys sufficient to pay such Series 1980 Bond or coupon have been deposited in the Bond Fund created under the Indenture, the Issuer's liability for payment of such Series 1980 Bond or coupon will thereupon be discharged. The Trustee will hold such moneys, without liability for interest thereon, in the Bond Fund for five years after the date such Series 1980 Bond or coupon becomes due, whereupon such moneys will be repaid to the Company upon the direction of the Company or the Issuer. Thereafter, the holder of such Series 1980 Bond or coupon may look for payment only to the Company, which will not be liable for any interest thereon and will not be regarded as a trustee.

Additional Bonds

The Indenture provides that additional bonds ("Additional Bonds") may be issued to provide funds for the purposes set forth in the Agreement, as follows: (a) the costs of completing, repairing or restoring the Project; (b) the costs of additional real estate, or of making such additions, improvements, extensions, alterations, relocations, enlargements, expansions, modifications or changes (collectively referred to as the "improvements"), in, on or to the Project, as authorized by the Act, provided that such improvements do not materially impair the effective use of the Project; (c) the refunding of outstanding Series 1980 Bonds or of any series of Additional Bonds; or (d) the costs of the issuance and sale of Additional Bonds and capitalized interest for such period on such Bonds and such other costs reasonably related to the financing as shall be agreed upon by the Company and the Issuer. The Agreement provides that the Issuer may, in its sole discretion, issue such Additional Bonds if the Company is not in default under the Agreement. Under the Indenture, Additional Bonds would rank on a parity with the Series 1980 Bonds. However, no Additional Bonds may be issued without the prior written consent of the SBA and the issuance of a new or supplemental Guarantee. Under the Indenture, Additional Bonds may not be issued unless the Trustee receives the opinion of bond counsel of nationally recognized standing that the issuance and sale of such Additional Bonds will not result in interest on any Bonds then outstanding becoming includable in the gross income of the recipients thereof for Federal income tax purposes.

THE GUARANTEE

The Guarantee states that pursuant to the authority vested in the SBA, the SBA has determined that the Company is an eligible small business concern and is at a financing disadvantage with other business concerns with respect to the acquisition of pollution control facilities (as defined in the Small

Business Investment Act of 1958, as amended (Section 102 of P.L. 94-305, June 4, 1976) (the "SBA Act"). The Guarantee also states that the SBA has determined that the acquisition of the equipment described in the Company's application to the SBA is likely to help prevent, reduce, abate or control noise, air or water pollution or contamination or will be used for the collection, storage, treatment, utilization, processing or final disposal of solid or liquid waste.

Under the Guarantee, the SBA has guaranteed the payment of certain of the Loan Repayments of the Company under the Agreement. The Loan Repayments guaranteed by the SBA, together with moneys on deposit in the Escrow Fund (as hereinafter referred to) created under the Indenture, will be sufficient to pay the principal of and interest on the Series 1980 Bonds. The SBA has not guaranteed the payment of the fees and expenses of the Trustee, the payment of any premium, for the redemption of any Series 1980 Bonds or the payment of any losses on the investment of moneys deposited with the Trustee into the Bond Fund (as hereinafter referred to) or the Escrow Fund. The Guarantee is made to the Issuer and is assigned under the Indenture to the Trustee.

The Guarantee is issued pursuant to the authority vested in the SBA by Section 404 of the SBA Act, which provides that any guarantee issued thereunder "shall be a full faith and credit obligation of the United States". The form of the Guarantee and the form of the opinion of the General Counsel of the SBA with respect to the Guarantee, both of which will be delivered at the time of closing, are attached hereto as Exhibit II.

To obtain the Guarantee, the Company will pay the SBA, from the proceeds of the Series 1980 Bonds, 3½% of the total dollar amount guaranteed, and will deposit an amount equal to three months' Loan Repayments into an escrow fund established under the Indenture (the "Escrow Fund"). Moneys available in the Escrow Fund (including any interest accrued thereon) will be applied to cure any default by the Company in the payment of the Loan Repayments. After the Escrow Fund has been utilized to meet any payments on which the Company is in default, or upon passage of 30 days from the date of receipt of notice from the Trustee of such default, whichever occurs later, the SBA is required to pay the defaulted payments 15 days prior to the due date of interest payments on the Series 1980 Bonds, until the final maturity of the Series 1980 Bonds or until the resumption of full payments by the Company or its successor.

The terms of the Guarantee do not contain a waiver of any suretyship defenses that may be available to the SBA in connection with its obligations under the Guarantee. In general, a suretyship defense may be characterized as follows: if a party for whose benefit a guarantee is made takes any action injurious to the guarantor or inconsistent with the guarantor's rights, or if such party fails to take a required action and such omission increases the guarantor's risk or otherwise injures his rights, the guarantor may assert a right to be discharged to the extent of the injury it has thus sustained. The Indenture will provide that the Trustee is required to obtain the prior written approval of the SBA before consenting to any amendment, change or modification of the terms of the Agreement or Indenture, or taking any other action whatsoever not expressly permitted by the terms of the Agreement or Indenture.

In the event of a payment by the SBA under the Guarantee, the Issuer and the Trustee have agreed that the SBA shall be the successor to the rights of the Trustee and the Issuer under the Agreement (but only to the extent of any such payment by the SBA).

The Company will grant a mortgage on the Project to the SBA to secure the obligation of the Company to reimburse the SBA for any payments made by the SBA pursuant to the Guarantee. A Mortgage and Security Agreement, dated February 1, 1980, between the Company and the SBA will set forth the terms and conditions relating to such mortgage. The mortgage does not secure the Series 1980 Bonds and no interest in the Project secures the Loan Repayments, the Notes or the Series 1980 Bonds.

The SBA Act authorized the appropriation of a \$15,000,000 fund for the purpose of paying expenses of the SBA Pollution Control Facility Payment Guarantee Program established under the SBA Act and paying any claims under pollution control facility payment guarantees resulting from defaults under financing contracts. The United States Congress has appropriated \$15,000,000 to establish the

fund. Additionally, the 3½% guarantee fees, the administrative and processing fees, and any moneys, property or assets derived from operations of the program are also deposited in the fund. In the event that the fund were to become depleted, additional appropriations would be required to be authorized and made to provide for the payment of any future claims under the guarantees issued by the SBA. On January 31, 1980, the fund had a balance of approximately \$19,800,000. As of January 31, 1980, the SBA had issued pollution control facility payment guarantees for 84 companies in 11 states with an aggregate amount of payments guaranteed of \$142,400,000. The SBA has never been called upon to make a payment under any pollution control facility payment guarantee since the program began in June, 1977.

THE AGREEMENT

The following is a summary of certain provisions of the Agreement.

Issuance of the Series 1980 Bonds and Construction of the Project

The Issuer is issuing the Series 1980 Bonds to provide funds to finance all or a portion of the costs of acquiring, constructing and installing the Project. From the proceeds of the sale of the Series 1980 Bonds (a) a sum equal to the accrued interest on the Series 1980 Bonds will be deposited in the Bond Fund created by the Indenture, (b) a sum equal to three months' Loan Repayments will be deposited in the Escrow Fund created by the Indenture, and (c) the balance will be deposited in the Construction Fund created by the Indenture and held by the Trustee.

In the Agreement, the Company has agreed to acquire, construct and install the Project in accordance with the Company's plans and specifications. The Company has agreed to cause the acquisition, construction and installation of the Project to be completed as soon as may be practicable.

The Trustee will make payments from the Construction Fund to pay the costs of the Project, including the cost of issuing the Series 1980 Bonds, upon receipt from the Company of the requisitions described in the Agreement. The Issuer and the Trustee may rely upon all statements made in any such requisition.

The date of completion of the Project will be evidenced to the Issuer and the Trustee by a certificate signed on behalf of the Company to the effect that (a) all construction and/or acquisition has been completed to the satisfaction of the Company in accordance with its plans and specifications therefor, and all construction expenses have been paid, except for any expense not then due and payable, (b) the Project as so acquired and constructed is suitable and sufficient for efficient operation as a pollution control facility and economic development facility, as defined in the State Act, and a Facility, as defined in the SBA Act, and (c) all of the proceeds from the Series 1980 Bonds theretofore issued have been used to provide funds for the acquisition, construction or installation of all or a portion of the Project, to pay the cost of issuance of the Series 1980 Bonds, or to pay interest on the Series 1980 Bonds prior to the date of completion of the Project, or to make the required deposit in the Escrow Fund.

In the event moneys in the Construction Fund (including moneys from the proceeds of any Additional Bonds) available for payment of the costs of the Project are not sufficient to pay the full cost of the Project, the Company will complete the Project at its own expense. In such event, the Company will not be entitled to any reimbursement (except to the extent of proceeds of Additional Bonds sold to finance the completion of the Project) from the Issuer, the Trustee or the holders of the Series 1980 Bonds, nor will it be entitled to any diminution in, or postponement of, payments under the Agreement.

Loan

In order to finance the Project, the Issuer will agree to loan the proceeds received from the sale of the Series 1980 Bonds to the Company in the amount set forth on the cover page hereof. The total amount of Loan Repayments payable by the Company to the Issuer is equal to the aggregate princi-

pal amount of the Series 1980 Bonds plus interest on the unpaid balance thereof at the rate or rates per annum borne by the Series 1980 Bonds. In the event of the sale of Additional Bonds, the Agreement will be appropriately amended to provide for the issuance of one or more additional Notes evidencing the obligation of the Company to make additional Loan Repayments sufficient to pay the principal of, premium, if any, and interest on such Additional Bonds.

Equal monthly Loan Repayments will be due at least one business day before the first day of each month during which any of the Series 1980 Bonds are outstanding, in an amount which, in the aggregate, will be sufficient to pay the interest on and the principal of the Series 1980 Bonds as such amounts become due and payable. In addition, the Company will pay an amount equal to the reasonable and necessary expenses of the Issuer incurred in performing its covenants under the Agreement and Indenture and the reasonable fees, charges and expenses of the Trustee not theretofore provided for which have then accrued and become payable.

The payments required under the Agreement (except payments to reimburse or indemnify the Issuer) will be pledged and assigned to the Trustee by the Issuer. The Company's obligation to make such payments will be absolute and unconditional and will not be subject to any defense (other than payment) or any right of set-off, counterclaim, abatement or otherwise. The Company will pay such amounts directly to the Trustee.

If for any reason whatsoever, amounts paid to the Trustee under the Agreement, together with other moneys held by the Trustee under the Indenture, are not sufficient to make payments of principal of, premium, if any, and interest on the Series 1980 Bonds when such payments become due, the Company has agreed to pay to the Trustee for the account of the Issuer the amounts required from time to time to make up any such deficiency in its payments.

Operation of the Project

In the Agreement, the Company has agreed to lease the Project to HIWM, to cause HIWM to commence operation of the Project and to operate the Project or cause the Project to be operated until the Bonds are paid or provision for payment has been made in accordance with the Indenture except that, in the case of emergency or need for repairs or maintenance, the Company may temporarily discontinue or allow HIWM to discontinue operation of the affected portions of the Project for the purpose of making necessary repairs or maintenance which shall be diligently effected. Upon written notice thereof to the Issuer and the Trustee, the Company may also discontinue or allow HIWM to discontinue operation of the Project during any period of time when operation of the Project or any part thereof is not economical.

Insurance

In the Agreement, the Company has agreed to keep the Project continuously insured against such perils and in such amounts as is customary and usual for other businesses insuring similar facilities, and to pay all premiums in respect thereto.

Taxes and Other Project Expenses

In the Agreement, the Company has agreed to pay promptly, as the same become due, all lawful taxes and governmental charges of any kind whatsoever, including without limitation, income, profits, property and excise taxes levied or assessed by Federal, state or any municipal government upon the Issuer with respect to the Project or any part thereof or any payments under the Agreement, provided, however, that the Company may permit such taxes or charges to remain unpaid during the period of any good faith contest thereof.

In the Agreement, the Company has agreed to pay all costs related to the use, operation, maintenance and repair of the Project, any part thereof or any additions, substitutions or modifications thereto and shall not be entitled to any reimbursements therefor under the Agreement, the Indenture or the Guarantee.

Maintenance of Corporate Existence

The Company covenants that so long as any of the Bonds are outstanding it will maintain in good standing its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation, except that the Company may, with the prior written consent of the SBA, consolidate with or merge into another corporation incorporated and existing under the laws of the United States of America or one of the states of the United States of America and qualified to do business in Indiana, or sell or otherwise transfer to another such corporation all or substantially all of its assets as an entirety and thereafter dissolve if (a) the successor corporation is solvent and assumes in writing all the obligations of the Company under the Agreement, and (b) prior to such consolidation, merger, sale or transfer, the Company shall obtain and deposit with the Trustee (i) the prior written consent of the SBA, which consent shall state that the Guarantee will remain in effect after such transaction, and (ii) an opinion of nationally recognized bond counsel to the effect that the proposed transaction will not violate the Company's covenants in Section 5.7 of the Agreement relating to actions by the Company affecting the tax exempt status, for Federal income tax purposes, of interest on the Bonds.

Special Arbitrage Covenant

The Issuer and the Company each covenants with the purchasers and holders of the Bonds that so long as any of the Bonds remain outstanding, it will take no action which will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, and any regulations promulgated or proposed thereunder.

Assignment

The Agreement may be assigned, in whole or in part, by the Company without obtaining the consent of either the Issuer or the Trustee provided that (a) no such assignment (other than pursuant to the provisions which are described herein under the heading "THE AGREEMENT—Maintenance of Corporate Existence") shall relieve the Company from liability for any of its obligations under the Agreement in the event that the assignee does not perform, (b) the assignee shall assume the obligations of the Company under the Agreement to the extent of the interest assigned, (c) the Company shall provide the Issuer and the Trustee at least five days' written notice thereof, and within five days thereafter shall furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of such assignment and assumption of obligations agreement, (d) no such assignment shall violate the covenants of the Company contained in Section 5.7 of the Agreement relating to actions by the Company affecting the tax exempt status, for Federal income tax purposes, of interest on the Bonds, and prior to such assignment the Company shall deposit with the Trustee an opinion of nationally recognized bond counsel to that effect and (e) no such assignment shall be made without the prior written consent of the SBA, which consent shall state that the SBA Guarantee will remain in effect after such transaction.

Events of Default and Remedies

The Agreement provides that the following shall be events of default:

- (a) Failure by the Company to pay the Loan Repayments at the times and in the manner specified in the Notes.
- (b) Failure by the Company to pay the fees and expenses of the Trustee under the Agreement at the times specified therein or failure by the Company to cause an amount at least equal to three months' Loan Repayments to be maintained in the Escrow Fund.
- (c) Any material breach by the Company of any representation or warranty made in the Agreement or failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a) or (b) above, for

a period of thirty days after written notice specifying such failure and requesting that it be remedied, given to the Company by the Trustee, the Issuer or the SBA, (i) unless the Trustee, the Issuer and the SBA shall agree in writing to an extension of such time prior to its expiration or (ii) if the default be such that it cannot be corrected within the applicable period, it shall not constitute an event of default if corrective action is instituted by the Company within the applicable period and diligently pursued until the default is corrected; and

(d) Certain events of bankruptcy, insolvency or reorganization involving the Company or failure by the Company to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its obligations under the Agreement.

Upon the happening of an event of default, the Trustee, as assignee of the Issuer, may declare the principal of the Notes to be immediately due and payable, whereupon the same shall become immediately due and payable. This remedy will not apply in the case of an event of default arising out of the covenants described herein under the heading "THE AGREEMENT—Operation of the Project". This remedy may not be exercised by the Trustee unless approved in writing by the SBA if the SBA is not in default under the Guarantee, and so long as no such default exists the SBA may require the Trustee to exercise such remedy. The Issuer or the Trustee as assignee of the Issuer may, and if so requested by the SBA on behalf of the SBA as subrogee, shall, take any action at law or in equity as may appear necessary or desirable to collect the Loan Repayments then due.

During the continuation of an event of default, and so long as the SBA is not in default under the Guarantee, the SBA may name any successor to the rights, duties and obligations of the Company under the Agreement. No claim may be made or paid under the Guarantee until the Escrow Fund has been exhausted. To the extent that the SBA is not then in default on the Guarantee, the remedies set forth in the Agreement may not be exercised without the SBA's prior written consent. The Trustee has covenanted in the Indenture to file written notice of an event of default by the Company under the Agreement, within 30 days of the occurrence of such event of default, simultaneously with the SBA, the Company and the Issuer.

Optional Prepayment of the Notes

The Company may, at its option, prepay the Notes in whole upon the occurrence of any of the events described under "THE SERIES 1980 BONDS—Extraordinary Optional Redemption and Optional Redemption" above.

The Company will have the further option to prepay in full the amounts payable on the Notes at any time by paying to the Trustee, in cash and/or obligations of or guaranteed by the United States of America, an amount which, together with the income from such obligations and any other funds held by the Trustee and available for such purpose, shall be sufficient to pay, retire and redeem all outstanding Bonds in accordance with the Indenture, including principal, interest to maturity or to the earliest applicable redemption date, premium, if any, expenses of redemption, and all fees and expenses of the Trustee, the Issuer and any paying agents, and by making arrangements for giving any required notice of redemption.

Amendment

The Agreement may be amended, changed or modified without the consent of or notice to the holders of the Bonds then outstanding if required (a) by the provisions of the Agreement or Indenture, (b) for the purpose of curing any ambiguity, formal defect or formal omission, (c) so as to more precisely identify the Project or substitute or add thereto other property acquired with the proceeds of the Bonds, (d) in connection with the issuance of Additional Bonds, or (e) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the holders of all outstanding Bonds. The Agreement may not otherwise be amended without the prior written consent of the holders of at least 66⅔% in aggregate principal amount of Bonds then outstanding under the Indenture; provided, however, that no such amendment may reduce the percentage of the aggregate principal amount of such outstanding Bonds the con-

sent of the holders of which is required for any such amendment without the consent of the holders of all outstanding Bonds, or decrease the amount of any Loan Repayment or payment of accrued interest required to be made by the Company under the Agreement or extend the time of payment thereof.

In addition, the prior written consent of the SBA is required for all amendments to the Agreement.

THE INDENTURE

The following is a summary of certain provisions of the Indenture.

Construction Fund

The Indenture creates a Construction Fund into which shall be deposited the proceeds from the sale of the Series 1980 Bonds, except funds for interest accrued to the date of delivery thereof which shall be deposited in the Bond Fund and except for a sum equal to three months' Loan Repayments under the Agreement which shall be deposited in the Escrow Fund created by the Indenture. The Trustee is authorized to make payments from the Construction Fund to pay the cost of the Project, upon the receipt from the Company of requisitions setting out information required by the Agreement. Upon delivery by the Company of a certificate evidencing completion of the Project, any balance in the Construction Fund will be deposited in the Bond Fund, unless the Company shall have directed the Trustee to purchase Bonds for the purpose of cancellation.

Bond Fund

All payments to be received by the Issuer pursuant to the provisions of the Indenture and the Agreement (except payment to the Issuer or to the Trustee and any paying agent, as the case may be, of fees and expenses) are to be paid directly to the Trustee for deposit in the Bond Fund. The Trustee will pay from the moneys in the Bond Fund available therefor, the principal of, premium, if any, and interest on the Bonds as and when due.

Escrow Fund

The Indenture creates an Escrow Fund, into which will be deposited from the proceeds of the sale of the Series 1980 Bonds a sum equal to three months' Loan Repayments. In the event Additional Bonds are issued as provided under the Indenture, from the proceeds of the sale of such Additional Bonds there will be deposited in the Escrow Fund a sum equal to three months' additional Loan Repayments on the additional Notes issued in connection with the issuance of such Additional Bonds. The Trustee shall use amounts, if any, in the Escrow Fund to make Loan Repayments not made under the Agreement. No payments will be made by the SBA under the Guarantee until the Escrow Fund has been exhausted.

Investment of Fund Moneys

All moneys held in the Construction Fund, the Bond Fund or the Escrow Fund may be invested and reinvested by the Trustee, at the request of and as directed by the Company, to the extent permitted by law, in the following: bonds, notes, certificates of indebtedness, Treasury bills or other securities constituting direct obligations of, or obligations unconditionally guaranteed by, the United States of America; certificates of deposit or time deposits constituting direct obligations of any bank, provided that investments may be made only in those certificates of deposit or time deposits which are insured by the Federal Deposit Insurance Corporation, if then in existence. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. No investment made with the moneys held in the Escrow Fund shall have a maturity greater than thirty days. Notwithstanding the foregoing, if the SBA submits written instructions to the Trustee stipulating the securities in which Escrow Fund moneys shall be invested, such Escrow Fund investments shall be made as set forth in such written instructions, provided such securities are not other than those described above. Investments made with Bond Fund moneys shall mature in such amounts and

at such times as shall provide the Trustee with necessary funds to make payments of principal of, and premium, if any, and interest on the Bonds. Investments made with moneys in the Construction Fund shall mature in such amounts and at such times as the Company with the concurrence of the Trustee may direct.

Any loss resulting from the investment of moneys in the Bond Fund, the Escrow Fund or the Construction Fund will be charged to the particular fund from which such investment was made. Interest earned on investment of moneys in the Construction Fund may be applied to the cost of construction of the Project, including interest on the Bonds prior to the Completion Date.

Defeasance

If the principal of and interest on all outstanding Series 1980 Bonds are paid or provision is made for payment of the same, together with all other sums payable under the Indenture, including all fees and expenses of the Issuer, the Trustee and any paying agent, then the lien of the Indenture in respect of the Series 1980 Bonds will be discharged.

Provision for payment of the principal of and interest on any outstanding Bonds will, prior to the maturity date thereof, be deemed to have been made if (a) there have been irrevocably deposited with the Trustee (1) moneys sufficient to make such payment and/or (2) obligations of, or guaranteed as to principal and interest by, the United States of America, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient funds to make such payment and to pay all necessary and proper fees, compensation and expenses of the Trustee and any paying agent, and (b) proper notice of redemption of such Bonds shall have previously been given or, if such Bonds are not subject to immediate redemption, the Company on behalf of the Issuer has given irrevocable instructions to publish, as soon as possible, a notice to the holders of such Bonds that the above deposit has been made with the Trustee and stating the date upon which such moneys are to be available for payment.

Events of Default and Remedies

Each of the following shall constitute an event of default under the Indenture: (a) default in the due and punctual payment of any installment of interest on any Bond issued under the Indenture; or (b) default in the due and punctual payment of the principal of, or premium, if any, on any Bond issued under the Indenture at the stated maturity thereof, or upon proceedings for redemption thereof; (c) failure by either the Company or the Issuer to observe and perform their covenants under Section 5.7 of the Agreement with respect to actions affecting the tax exempt status, for Federal income tax purposes, of interest on the Bonds; or (d) the occurrence of any other event of default under the Agreement.

Under the Indenture, upon the occurrence and continuance of any event of default described in (a), (b), or (c) of the preceding paragraph, the Trustee may, and upon the written request of the holders of at least 25% in aggregate principal amount of all then outstanding Bonds issued under the Indenture shall, by written notice to the Company, with copies of the notice to the Issuer and the SBA, declare the principal of all such Bonds to be due and payable immediately, and upon such declaration the principal of all such Bonds, together with interest accrued thereon, shall become due and payable immediately. This remedy may not be exercised by the Trustee unless approved by the SBA if the SBA is not in default under the Guarantee, and so long as no such default exists the SBA may require the Trustee to exercise such remedy.

Upon the happening and continuance of an event of default the Trustee may pursue any available remedy at law or in equity to enforce payment of all then outstanding Bonds and to enforce performance of the agreements of the Issuer contained in all the outstanding Bonds and in the Indenture, or to require the SBA to carry out its duties and obligations set forth in the Guarantee. It shall be obligatory for the Trustee to exercise such one or more of such rights and powers described in the preceding sentence as it deems most expedient in the interest of the holders of the Bonds upon being requested to do so by the holders of not less than 25% in aggregate principal amount of all

then outstanding Bonds and upon being furnished with satisfactory indemnity as provided in the Indenture. The Indenture provides that, notwithstanding the foregoing, no remedies may be exercised thereunder without the prior written consent of the SBA if the SBA is not in default under the Guarantee, and so long as the SBA is not so in default the SBA shall have the right to direct the Trustee to exercise such remedies.

With respect to the events of default described in (c) above, if interest on the Bonds becomes subject to Federal income taxation, the SBA may choose to prevent the exercise of any remedies under the Indenture, and in such case such Bonds would remain outstanding and interest thereon would be taxable. Should the SBA permit acceleration of Bonds under such circumstances, there is no requirement under the Guarantee that the SBA pay the accelerated amount. The Agreement, the Indenture and the Guarantee do not provide for any increase or adjustment of payments by the Company, the Issuer or the SBA upon the loss of the Federal income tax exemption for interest on the Bonds.

The holders of not less than 25% in aggregate principal amount of all then outstanding Bonds shall have the right to direct, in accordance with the provisions of law and the Indenture, the time, the method and the place of conducting all proceedings to be taken to enforce the provisions of the Indenture. The rights of the bondholders described in this paragraph are subject to the rights of the SBA described in the three preceding paragraphs.

No holder of any Bonds or coupons shall have the right under the Indenture to institute any suit, action or proceeding to enforce the Indenture (other than to enforce such holder's right to receive principal of, premium, if any, and interest on such Bond when due), unless (i) written notice of any event of default shall have been given to the Trustee (or the Trustee is deemed to have notice of such event of default as provided in the Indenture), and (ii) the holders of not less than 25% in aggregate principal amount of all the outstanding Bonds issued under the Indenture shall have made written request of the Trustee to exercise its powers under the Indenture, and (iii) satisfactory indemnity shall have been offered to the Trustee against the costs and expenses to be incurred, and (iv) the Trustee shall not have complied with such request within a reasonable time.

Waiver of Defaults

The Trustee under the Indenture may in its discretion waive any event of default and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) a majority in aggregate principal amount of all the Bonds then outstanding in respect of which a default in the payment of principal or interest exists, or (2) a majority in aggregate principal amount of all Bonds outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any Bonds when due (whether at maturity or by mandatory or optional redemption) or (b) any event of default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest, and all arrears of principal when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for. The prior written consent of the SBA is required for any waiver of an event of default.

Modifications and Amendments

The Issuer and the Trustee may, but only with the consent of the SBA, enter into supplements to the Indenture for any of the following purposes without the consent of or notice to the bondholders: (a) to cure any ambiguity or formal defect or omission in the Indenture, (b) to grant to or to confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon the bondholders or the Trustee, (c) to evidence the succession of a new Trustee or Paying Agent under the Indenture, (d) to make any other change which in the judgment of the Trustee is not to the prejudice of the bondholders, and (e) to issue Additional Bonds as provided in the Indenture.

Other supplemental indentures modifying, amending, adding to or rescinding any of the terms of the Indenture or of any supplemental indenture may be entered into with the consent of the holders of not less than 66⅔% in aggregate principal amount of the Bonds then outstanding upon the giving of notice as provided in the Indenture, except that no supplemental indenture shall permit (a) an extension of the stated maturity of, an extension of the mandatory redemption date of, or reduction in the principal amount of, or reduction in the rate or extension of the time of payment of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holders of all of the Bonds at the time outstanding, (b) the creation of any lien other than a lien ratably securing all of the Bonds at any time outstanding, without the consent of the holders of all the Bonds at the time outstanding; (c) a reduction in the aforesaid aggregate principal amount of the Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding; (d) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee, without the written consent of the Trustee, or (e) a privilege or priority of any Bond or Bonds over any other Bond or Bonds.

In addition to the consents described in the preceding paragraphs, the prior written consent of the SBA is required for any modifications or amendments to the Indenture. No supplemental indenture which affects the rights of the Company shall be effective without the consent of the Company.

UNDERWRITING

The Series 1980 Bonds will be purchased from the Issuer by The First National Bank of Chicago (the "Managing Underwriter") and certain other underwriters (collectively, the "Underwriters") pursuant to a Bond Purchase Agreement by and among the Issuer, the Underwriters, and the Company. The Underwriters have agreed to purchase the Series 1980 Bonds at a price equal to 97.5% of the aggregate principal amount of the Series 1980 Bonds. The Underwriters anticipate selling the Series 1980 Bonds at a price equal to the principal amount thereof.

The Bond Purchase Agreement provides that the Company will indemnify the Underwriters and the Issuer against certain liabilities relating to this Official Statement, including any liabilities under the Federal securities laws, or contribute to payments the Underwriters may be required to make in respect thereof.

Subject to the terms and conditions set forth in the Bond Purchase Agreement, the Issuer has agreed to sell, and the Underwriters named below have agreed to purchase, the Series 1980 Bonds.

TAX EXEMPTION

Generally, interest on obligations of a state or political subdivision of a state is exempt from Federal income taxation. Section 103(b) of the Internal Revenue Code of 1954, as amended (the "Code"), however, provides that interest on any such obligation which is an "industrial development bond" shall not be exempt. An exception to this provision applicable to the Series 1980 Bonds is created by Section 103(b)(6)(D) of the Code for issues of industrial development bonds if the aggregate authorized face amount of the issue (including the outstanding principal amount of certain prior exempt issues and certain capital expenditures) is \$10,000,000 or less. The interest on any industrial development bond which meets the requirements of Section 103(b)(6)(D) of the Code is exempt from Federal income taxation unless the holder of such bond is a "substantial user" of the facilities financed with the proceeds from such bond or a "related person" within the meaning of Section 103(b)(8) of the Code.

In the opinion of Messrs. Chapman and Cutler, Bond Counsel, based on existing laws, including current rulings and official interpretations of law by the United States Internal Revenue Service, the interest on the Series 1980 Bonds will be excludable from the gross income of the recipients thereof for Federal income tax purposes, except for the interest on any Series 1980 Bond held by a "substantial user" of the Project or a "related person". In arriving at such conclusion, Bond Counsel will

rely upon statements of the Company as to matters solely within the knowledge of the Company as to the function and costs of the Project, and statements of the Company as to matters solely within the knowledge of the Company as to prior outstanding bond issues and certain capital expenditures.

Interest on the Series 1980 Bonds may become subject to Federal income taxation if certain additional capital expenditures are made or incurred with respect to facilities any principal user of which is or will be the Company or HIWM or any other principal user of the Project or related person, which facilities are within the City of Fort Wayne or outside such city in the unincorporated area of Allen County, Indiana, if contiguous to or integrated with property within such City, within three years after the date of issuance of the Series 1980 Bonds. The Company has covenanted in the Agreement not to make or permit to be made any capital expenditures causing interest on the Series 1980 Bonds to become subject to Federal income taxation. A violation of such covenant of the Company will constitute an event of default under the Agreement and the Indenture, and the sole remedy of the Bondholders in such event will be pursuit of the general default remedies set forth in the Agreement and the Indenture.

Bond Counsel is further of the opinion that, based on existing statutes, the Series 1980 Bonds, proceeds received by a holder from the sale of such Bonds to the extent of the holder's cost of acquisition, proceeds received upon redemption prior to maturity, proceeds received at maturity, and interest received on such Bonds, are exempt from taxation in the State of Indiana for all purposes except the state inheritance tax.

DISCUSSION OF BOND RATING

As noted on the cover page of this Official Statement, the Company has applied to Moody's Investors Service, Inc. for an investment rating on the Series 1980 Bonds. No application was made to any other rating agency for the purpose of obtaining an additional rating thereon. Any explanation as to the significance of the rating assigned may only be obtained from Moody's Investors Service, Inc.

The Company has furnished to Moody's Investors Service, Inc. certain information and materials, some of which have not been included in this Official Statement. Generally, rating agencies base their ratings on such information and materials and on investigations, studies, and assumptions furnished to, obtained and made by the rating agencies. There is no assurance that the rating assigned will remain for any given period of time or that it may not be changed or withdrawn entirely by the rating agency, if, in its judgment, circumstances so warrant. Any downward change in or withdrawal of the rating may have an adverse effect on the market price of the Series 1980 Bonds.

APPROVAL OF LEGAL PROCEEDINGS

Legal matters incident to the validity of the authorization and the issuance by the Issuer of the Series 1980 Bonds and with regard to the tax exempt status of the interest thereon under existing statutes, regulations, court decisions and rulings are subject to the unqualified approving opinion of Messrs. Chapman and Cutler, Bond Counsel. The statements contained in this Official Statement under the captions "The Series 1980 Bonds", "The Guarantee", "The Agreement", "The Indenture", and "Tax Exemption" have been reviewed by Messrs. Chapman and Cutler, who were not retained to review or pass upon any other information contained in this Official Statement. Certain legal matters will be passed upon for the Company by its counsel and for the Issuer by its counsel.

At the time of the closing, Edward W. Norton, General Counsel of the SBA, will issue his opinion that the Guarantee is a full faith and credit obligation of the United States pursuant to Section 404 (b)(2) of the Small Business Investment Act of 1958, as amended.

The execution of this Official Statement was duly authorized by the Issuer.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

EXHIBIT I
FORM OF OPINION OF
CHAPMAN AND CUTLER
BOND COUNSEL

, 1980

Re: City of Fort Wayne, Indiana \$2,300,000 Pollution Control Revenue Bonds (Anthony Home Service & Building Maintenance, Inc. Project) Small Business Series 1980.

We have examined a certified copy of the proceedings of the Common Council of the City of Fort Wayne, Indiana (the "Issuer"), a municipal corporation and political subdivision of the State of Indiana, and a certified copy of the proceedings of the Commissioners of the Fort Wayne Economic Development Commission (the "Commission"), preliminary to and in connection with the issuance by the Issuer of its Pollution Control Revenue Bonds (Anthony Home Service & Building Maintenance, Inc. Project) Small Business Series 1980, in the aggregate principal amount of \$2,300,000 (the "Bonds"). The Bonds are being issued under the provisions of IC 18-6-4.5, as supplemented and amended (the "Act"), for the purpose of funding a loan to Anthony Home Service & Building Maintenance, Inc. (the "Company"), an Indiana corporation, to finance costs of certain economic development and pollution control facilities (the "Project") located in the City of Fort Wayne, Allen County, Indiana, and paying necessary expenses incidental thereto, so as to promote the health, prosperity, economic stability and general welfare of the area in and near the Issuer.

The Bonds are issuable as coupon Bonds in the denomination of \$5,000, bear interest payable 1, 1980 and semiannually thereafter on 1 and 1 of each year until their maturity at the rates per annum set forth in the following table, and mature on 1 in each of the years and in the principal amounts set forth in the following table:

Maturity

Principal Amount

Interest Rate

The Bonds are subject to redemption prior to maturity at the times, in the manner and upon the terms set forth in each of the Bonds and in the Indenture of Trust dated as of February 1, 1980 (the "Indenture") between the Issuer and Lincoln National Bank and Trust Company of Fort Wayne, as Trustee (the "Trustee"), and all of the Bonds may become due and payable upon the happening of an event of default as specified in the Indenture.

From such examination of the proceedings of the Common Council of the Issuer and the Commissioners of the Commission and from an examination of the Act and other materials which we deem appropriate, we are of the opinion that:

(1) The Issuer is a municipal corporation and political subdivision of the State of Indiana. The Issuer is authorized and empowered under the laws of the State of Indiana, including particularly the Act, to finance the Project pursuant to agreements such as the hereinafter-described Loan Agreement, to issue revenue bonds to provide funds to pay the cost of acquiring and constructing such facilities and to secure such bonds in the manner contemplated by the Indenture.

(ii) Pursuant to a Loan Agreement dated as of _____, 1, 1980 (the "Loan Agreement") by and between the Issuer and the Company, the Issuer has agreed to lend the proceeds from the sale of the Bonds to the Company to pay a portion of the costs of the Project, and the Company, to evidence and secure its obligation to repay the loan, has agreed to deliver its promissory note (the "Note"). The Loan Agreement has been duly authorized, executed and delivered by the Issuer, is in full force and effect, is a valid and binding obligation of the Issuer and, assuming its due authorization, execution and delivery by, and its binding effect on, the Company, is an enforceable obligation of the Issuer in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(iii) The Indenture secures the Bonds and sets forth the covenants and undertakings of the Issuer in connection with the Bonds. The Indenture has been duly authorized, executed and delivered by the Issuer and is a legal and binding obligation of the Issuer enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(iv) The proceedings of the Common Council of the Issuer and the Commissioners of the Commission reviewed by us constitute lawful authority for the issuance and sale of the Bonds under the laws of the State of Indiana, including the Act, now in force; the Bonds, to the amount named, are valid and legally binding obligations of the Issuer according to the import thereof and as provided in the Indenture and are equally and ratably secured by the Indenture except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally; and (except to the extent paid out of moneys attributable to Bond proceeds or income from the temporary investment thereof) the Bonds are and will continue to be payable solely from certain amounts receivable by the Issuer pursuant to the Loan Agreement, including without limitation payments by the Company on the Note, and such amounts have been duly assigned to the Trustee pursuant to the Indenture and pledged to the payment of principal of and interest on the Bonds.

(v) Based on existing laws, including current rulings and official interpretations of law by the Internal Revenue Service, the interest on the Bonds, including any payments with respect to interest made pursuant to the hereinafter described Guarantee, will be excludable from the gross income of the recipients thereof for Federal income tax purposes except with respect to the interest on any Bond for any period during which such Bond is held by a person who is a substantial user of the Project or a related person within the meaning of Section 103(b) of the Internal Revenue Code of 1954, as amended (the "Code"). In concluding that the Bonds qualify under the small issue exemption described in Section 103(b)(6)(D) of the Code, we have relied upon a certificate of an officer of the Company and a certificate of an officer of Hanchar Industrial Waste Management, Inc. (the "Lessee"), the proposed user of the Project, with respect to certain material facts which are solely within the knowledge of the Company or the Lessee.

(vi) The Bonds, the proceeds received from the sale of the Bonds to the extent of the holders' cost of acquisition, proceeds received upon redemption prior to maturity, proceeds received at maturity and interest on the Bonds are exempt from present State of Indiana taxation, except Indiana inheritance taxes.

Pursuant to a Pollution Control Facility Payment Guarantee dated the date hereof (the "Guarantee") from the United States Small Business Administration (the "Small Business Administration"), an agency of the United States Government, to the Issuer, the Small Business Administration has guaranteed to the Issuer certain payments of the Company due under the Loan Agreement. In the opinion of Edward W. Norton, General Counsel for the Small Business Administration, the Guarantee has been duly executed and delivered by the Small Business Administration and is a legal, valid and binding agreement of the Small Business Administration in accordance with its terms.

, counsel for the Company, have delivered an opinion of even date herewith with respect to (i) the due organization and good standing of the Company in the State of Indiana, (ii) the corporate power of the Company to enter into, the due execution by the Company of, and the binding effect on the Company of, the Loan Agreement and the Note, and (iii) matters which might be disclosed as a result of an examination of the indentures, mortgages, deeds of trust and other agreements or instruments to which the Company is a party or by which the Company or any of its property is bound. Messrs. , special counsel to the Issuer, have delivered an opinion of even date herewith with respect to the obligations of the Issuer under the Bonds, the Loan Agreement and the Indenture.

LEASE

THIS INDENTURE, made this _____ day of February, 1980 by and between Anthony Home Service and Building Maintenance, Inc., an Indiana Corporation (Lessor) and Hanchar Industrial Wast Management, Inc., an Indiana Corporation (Lessee),

WITNESSETH:

That said Lessor, in consideration of the covenants of Lessee, hereinafter set forth, does by these presents lease to Lessee, the following personal property, to-wit:

SEE ATTACHED EXHIBIT "A"

To have and to hold the same to Lessee, from the _____ day of February, 1980, to the _____ day of February, 1990; and Lessee, in consideration therefor, covenants and agrees to pay Lessors, as rent for said personal property the sum of Three Hundred Twenty Thousand and no/100 Dollars (\$320,000.00), rent per year, payable in twelve (12) equal installments, without relief from valuation and appraisal laws as follows:

Twenty-Six Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$26,666.67) on the _____ day of March, 1980, and a like sum on the first day of each and every month thereafter, during the term of this Lease.

It is the intention of the parties hereto that the rent herein specified shall be net to the Lessors during the term of this Lease, that all costs, expenses and obligations of every kind relating to the leased property (except as otherwise specifically provided in this Lease) which may arise or become due during the term of this Lease shall be paid by the Lessee, and that the Lessors shall be indemnified by the Lessee against such costs, expenses and obligations.

The net rent shall be paid to the Lessor without notice or demand and without abatement, deduction, or setoff (except as otherwise specifically provided in this Lease). The net rent shall be paid in equal monthly installments in advance on the first day of each calendar month during the term of this Lease.

All charges, costs, and expenses which the Lessee is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Lessee's failure to pay such

amounts, and all damages, costs, and expenses which the Lessors may incur by reason of any default of the Lessee or failure on the Lessee's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of non-payment by the Lessee, the Lessor shall have all the rights and remedies with respect thereto as the Lessors have for the non-payment of the basic rent,

with ten per cent (10%) interest on each installment after the same becomes due, and attorney's fees. The said Lessee further covenants that it will use said premises in a careful and proper manner, and commit no waste thereon; that it will not re-lease or sub-let said premises, or any part thereof, or assign this Lease, or any part of said term, or suffer said term or any part thereof to be sold on execution or other legal process, without the written consent of said Lessors and that at the expiration of the time mentioned in this Lease, peaceable possession of said premises shall be given to said Lessors, in as good condition as they now are, the usual wear and accidents by fire and the acts of Providence excepted; and that upon the non-payment of the whole or any portion of said rent at the time when the same becomes due, or upon the non-performance by the Lessee of any of the covenants hereinbefore or hereafter mentioned, by it to be kept and performed, the said Lessors may, at their election, re-enter and take possession of said premises; and said Lessee hereby waives any notice of such election, notice to quit possession of said premises; or any demand for the payment of the rent, as the same becomes due, or for the performance of any of the covenants herein; or any demand for the possession of said premises, provided, however, that the failure and omission of said Lessors to declare this Lease forfeited upon the default of Lessee, in the payment of said rent, as the same becomes due, or for non-performance of any or either of the covenants of the said Lessee, hereinbefore or hereafter mentioned, shall not operate to bar, abridge or destroy the right of Lessors to declare this Lease null and void upon any subsequent forfeiture or cause of forfeiture of this Lease by Lessee.

The covenants herein shall extend to and be binding upon the successors and assigns of this Lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of February, 1980.

BY: _____
 , As Its

 , As Its

As Its

As Its

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Appeared before me, a Notary Public in and for said
 County and State, _____ and _____
 the _____ and _____ respectively
 of Anthony Home Service and Building Maintenance Inc., and, being
 duly authorized so to do, acknowledged the execution of the
 foregoing instrument for and on behalf of said corporation.
 Witness my hand and notarial seal this _____ day of February,
 1980.

_____, Notary Public

MY Commission Expires:

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Appeared before me, a Notary Public in and for said
 County and State, _____ and _____
 the _____ and _____ respectively
 of Hanchar Industrial Waste Management, Inc., and, being
 duly authorized so to do, acknowledged the execution of the
 foregoing instrument for and on behalf of said corporation.
 Witness my hand and notarial seal this _____ day of February,
 1980.

, Notary Public

My Commission Expires:

L E A S E

THIS INDENTURE, made this _____ day of February, 1980, by and between Anthony Home Service and Building Maintenance, Inc., an Indiana Corporation (Lessor), and Hanchar Industrial Waste Management, Inc., an Indiana Corporation (Lessee),

WITNESSETH:

That said Lessor, in consideration of the covenants of Lessee, hereinafter set forth, does by these presents lease to Lessee, the following described property, to-wit:

Part of Lot Number three (3) in Eliza Hanna Sr's. Subdivision of part of the Northeast quarter of (¼) of Section 26, in Township 31 North, Range 12 East, as recorded in Deed Record 60 page 258 of the records of Allen County, Indiana; more particularly described as follows, to wit:

Commencing at the intersection of the north line of the said Lot Number three (3) with the West line of U.S. Highway Number 27, as now established; thence West on the north line of Lot Number 3, 380 feet; thence south twelve (12) degrees fifteen (15) minutes east, 266.5 feet; thence south 60 degrees 45 minutes east, 160.5 feet to the west line of the said U.S. Highway No. 27, thence northeasterly on the west line of said highway 390 feet to the place of beginning.

ALSO,

That part of Lot Number 3, Eliza Hanna Senior's Subdivision of part of Section 26, Township 31 North, Range 12 East, in Allen County, Indiana, more particularly described as follows, to-wit: Beginning at a point on the North line of Lot Number 3, Eliza Hanna Senior's Subdivision of part of Section 26, Township 31 North, Range 12 East, said point being situated 380.0 feet West of the West right of way line of United States Highway Number 27 and Indiana State Road 427; thence continuing West along the said North line of said Lot Number 3, a distance of 410.0 feet; thence South 08 minutes West a distance of 212.68 feet, more or less; then South 53 degrees 25 minutes East, a distance of 404.87 feet, more or less, thence North 36 degrees 33 minutes East, a distance of 234.4 feet, more or less, thence North 10 degrees 27 minutes West a distance of 267.0 feet; more or less; to the place of beginning, containing 3.29 acres of land more or less; subject to an easement for roadway purposes over and across the South 15 feet of the above described tract of land lying along the southwest line thereof, in favor of

abutting land owners to the West and Southwest of said tract of land, their servants, agents and licensees; together with an easement for roadway purposes over and across the 15 feet South of the above described tract of land and lying along the Southwest line thereof in favor of the grantee, its servants, agents and licensees; together with an easement for roadway purposes over and across the 30 feet South of and lying along the southwest line thereof of the following described real estate, to-wit:

Commencing at the intersection of the North line of said lot Number 3, with the West right of way line of United States Highway Number 27; thence Southwesterly on said right of way line 554 feet for a point of beginning; thence continuing southwesterly on said right of way line of 75 feet; thence in the Northwesterly direction on a line which is at right angles with said right of way line a distance of 155.6 feet; thence North 30 degrees East a distance of 75 feet; thence Southeasterly 157.25 feet to the place of beginning; in favor of the grantee, its servants, agents and licensees.

To have and to hold the same to Lessee, from the _____ day of February, 1980, to the _____ day of February, 1990; and Lessee, in consideration therefor, covenants and agrees to pay Lessors, as rent for said premises, the sum of Ninety Thousand Dollars (\$90,000.00), rent per year, payable in twelve (12) equal installments, without relief from valuation and appraisal laws, as follows:

Seven Thousand Five Hundred Dollars (\$7,500.00) on the _____ day of March, 1980, and a like sum on the first day of each and every month thereafter, during the term of this Lease.

It is the intention of the parties hereto that the rent herein specified shall be net to the Lessor during the term of this Lease, that all costs, expenses and obligations of every kind relating to the leased property (except as otherwise specifically provided in this Lease) which may arise or become due during the term of this Lease shall be paid by the Lessee, and that the Lessors shall be indemnified by the Lessee against such costs, expenses and obligations. Any and all taxes with respect to the subject leased property shall be the sole responsibility and obligation of the Lessor.

The net rent shall be paid to the Lessor without notice or demand and without abatement, deduction, or setoff (except as otherwise specifically provided in this Lease). The net rent shall be paid in equal monthly installments in advance on the first day of each calendar month during the term of this Lease.

All charges, costs, and expenses which the Lessee is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Lessee's failure to pay such amounts, and all damages, costs, and expenses which the Lessors may incur by reason of any default of the Lessee or failure on the Lessee's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of non-payment by the Lessee, the Lessor shall have all the rights and remedies with respect thereto as the Lessors have for the non-payment of the basic rent,

with ten per cent (10%) interest on each installment after the same becomes due, and attorney's fees. The said Lessee further covenants that it will use said premises in a careful and proper manner, and commit no waste thereon; that it will not re-lease or sub-let said premises, or any part thereof, or assign this Lease, or any part of said term, or suffer said term or any part thereof to be sold on execution or other legal process, without the written consent of said Lessors and that at the expiration of the time mentioned in this Lease, peaceable possession of said premises shall be given to said Lessors, in as good condition as they now are, the usual wear and accidents by fire and the acts of Providence excepted; and that upon the non-payment of the whole or any portion of said rent at the time when the same becomes due, or upon the non-performance by the Lessee of any of the covenants hereinbefore or hereafter mentioned, by it to be kept and performed, the said Lessors may, at their election, re-enter and take possession of said premises; and said Lessee hereby waives any notice of such election, notice to quit possession of said premises; or any demand for the payment of the rent, as the same becomes due, or for the performance of any of the covenants herein; or any demand for the possession of said premises, provided, however, that the failure and omission of said Lessors to declare this Lease forfeited upon the default of Lessee, in the payment of said rent, as the same becomes due, or for non-performance of any or either of the covenants of the said Lessee, hereinbefore or hereafter mentioned, shall not operate to bar, abridge or destroy the right of Lessors to declare this Lease null and void upon any subsequent forfeiture or cause of forfeiture of this Lease by Lessee.

The covenants herein shall extend to and be binding upon the successors and assigns of the parties of this Lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of February, 1980.

BY: _____, As Its

, As Its

"LESSOR"

BY: _____, As Its

, As Its

"LESSEE"

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Appeared before me, a Notary Public in and for said County and State, _____ and _____ and _____ the _____ and _____ respectively of Anthony Home Service and Building Maintenance Inc., and, being duly authorized so to do, acknowledged the execution of the foregoing instrument for and on behalf of said corporation. Witness my hand and notarial seal this _____ day of February, 1980. I reside in _____ County.

My Commission Expires: _____, Notary Public

[illegible]

Appeared before me, a Notary Public in and for said County and State, _____ and _____ the _____ and _____ respectively of Hanchar Industrial Waste Management, Inc., and, being duly authorized so to do, acknowledged the execution of the foregoing instrument for and on behalf of said corporation. Witness my hand and notarial seal this _____ day of February, 1980. I reside in _____ County.

_____, Notary Public

My Commission Expires : _____

This Ordinance was not presented before a Common Council meeting prior to the March 11, 1980 meeting, due to the fact that it was not complete as to its terms prior to Friday, February 29, 1980. It was physically impossible for the Ordinance to be complete as to its terms prior to that date due to the changing bond market and the fact that as a result of the changing bond market our client had to request an extension of the Federal Housing Authority commitment with respect to this issue. Upon receiving an extension of said commitment, and an expansion of terms of said commitment to include a higher interest rate, these bonds were priced and all terms were established as early as possible.

Mrs. Vivian G. Schmidt
March 5, 1980
Page Two

We have been informed by The First National Bank of Chicago, the underwriter of the bond issue, that an FHA closing with respect to this particular issue has been set for March 20, 1980, and we have further been instructed that said closing dates are very difficult to obtain. It is our understanding that the next Council meeting subsequent to March 11, 1980 is March 25, 1980.

From the proceeds of this bond issue, our client will be acquiring certain real estate in Fort Wayne, Indiana, located at 3651 North Clinton Street and will be making improvements with respect to said real estate and obtaining operating equipment. We have been forced to obtain several extensions with respect to the closing on the acquisition of said real estate as a result of delays in obtaining the necessary FHA approval and commitments. Consequently, we must close on the acquisition of said real estate prior to March 31, 1980 or lose the right to purchase same. We have been informed by The First National Bank of Chicago that the probability of rescheduling the FHA closing between March 25, 1980, and March 31, 1980 is highly improbable. Therefore, if the rules of the Common Council are not suspended and this Ordinance cannot be adopted until the March 25, 1980, Common Council meeting, our client may very well not have a project.

Our client feels that in addition to benefiting them, the results of this particular Ordinance will benefit the entire community of Fort Wayne, Indiana, in several regards. For example, our client has projected that once their project is completed it will create approximately new jobs in Fort Wayne, Indiana. In addition, the construction and preparation of the improvements and operations at this facility will necessarily benefit the economy of Fort Wayne, Indiana.

We appreciate your consideration of this request. If you have any questions concerning this matter, please do not hesitate to contact me or William N. Salin.

Very truly yours,

BONAHOOM, CHAPMAN, MCNELLIS & MICHAELS

Patrick G. Michaels

PGM/ten
Enclosure
CC: John Hoffman